

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CAUSE NO. 14-CV-00071-TTG**

**MTGOX, et al.**

**DEFENDANTS**

**MOTION FOR LEAVE TO FILE SUR-REPLY  
AND INCORPORATED SUR-REPLY TO MOTION FOR SANCTIONS**

Jed McCaleb and Code Collective, LLC (collectively “McCaleb”), hereby file this motion for leave to file their incorporated Sur-Reply in opposition to the Plaintiffs’ Motion for Sanctions (“Motion”).<sup>1</sup>

**MOTION FOR LEAVE TO FILE SUR-REPLY**

McCaleb files this Sur-Reply to respond to the accusations against him raised for the first time in the Raggios’ Reply in support of their Motion for Sanctions (the “Reply”),<sup>2</sup> as permitted under Mississippi law.<sup>3</sup> In short, the Raggios’ Motion must be denied because (1) they do not rebut McCaleb’s opposition to their original Motion, and (2) their new attacks on McCaleb’s credibility are unjustified.

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<sup>1</sup> See Plaintiffs’ Motion for Sanctions, Doc. 127.

<sup>2</sup> See Plaintiffs’ Reply In Support of Motion for Sanctions, Doc. 151.

<sup>3</sup> McCaleb is entitled to respond to the new arguments first set forth in the Raggios’ Reply. See *Mississippi Dep’t of Revenue v. AT & T Corp.*, 202 So. 3d 1207, 1228 (Miss. 2016) (accepting AT&T’s surreply brief to address new issues); *Elwood v. Cobra Collection Agency*, 2006 WL 3694594, at \*7 (S.D. Miss. 2006) (explaining “. . . a sur-reply is appropriate when the movant’s rebuttal raises new legal theories or attempts to present new evidence at the reply or rebuttal stage.”); see also *Evergreen Square, LLC v. City of Tupelo*, 2014 WL 12638080, at \*1 (N.D. Miss. May 28, 2014) (plaintiff’s sur-reply was proper where the defendants’ reply supporting summary judgment “cited for the first time a Tupelo City Ordinance” which was “clearly a new argument that warrants a sur-reply.”); § 3.08 REPLY PAPERS, MTNPR S 3.08 (noting a surreply may be “necessary to prevent ambush. If a party has not had any opportunity to respond to an argument made for the first time in the last permitted paper, an additional paper, whether reply or surreply, may be allowed.”).

**I. THE RAGGIOS CANNOT REBUT MCCALED'S OPPOSITION TO THEIR MOTION FOR SANCTIONS.**

The Raggios' Motion seeks "death penalty" sanctions because they claim McCaleb intentionally withheld 18 emails from his document productions. McCaleb's opposition explained that he did not withhold the emails. Instead, he did not have 16 of the emails, and his reasonable searches failed to identify the other two, which were drafts of emails to Mark Karpeles.<sup>4</sup> The Raggios cannot rebut this explanation, and instead make the bizarre new argument that the Court must presume McCaleb lied in his affidavit because his first production of documents did not include *every* email that would have been found using each independent search term listed in his affidavit. As explained below, that conclusion does not follow.

**II. THE RAGGIOS' ATTACK ON MCCALED'S CREDIBILITY IS UNJUSTIFIED.**

To support their argument that McCaleb must be lying, the Raggios point to 42 emails from McCaleb's supplemental production that would have been found had McCaleb used the search terms listed in his affidavit. But the Raggios disregard the clear statement in McCaleb's discovery responses and affidavit that his first document production included only certain relevant categories of emails.<sup>5</sup> Although the Raggios focus exclusively on the search terms, McCaleb's affidavit clearly stated that he searched "for all e-mails **related to the allegations in Plaintiff's complaint**," including:

**all e-mails discussing the Raggios, the theft of bitcoins, Baron, the sale of MTGOX to Mark, the security of the exchange, and any discussions of the other two account holders I recalled had claimed money was stolen.**<sup>6</sup>

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<sup>4</sup> As noted in McCaleb's response, these drafts did not contain the name "Karpeles," and did not contain any email for Mark Karpeles in the "to" field. In fact, the e-discovery specialist retained by McCaleb still only located one of these draft emails.

<sup>5</sup> The Raggios also reference an unidentified "vast majority" of emails in the supplemental production that include the term "Karpeles" to support their claim that McCaleb lied. Yet approximately 400 of those emails (clearly a "vast majority") fall into the same categories expressly not included in the first production, as described in McCaleb's affidavit.

<sup>6</sup> Affidavit of Jed McCaleb, Doc. 148-1 at ¶ 10 (emphasis added).

In other words, the affidavit makes clear that McCaleb used the search terms to find emails **meeting specific relevance parameters**. The Raggios wrongly assume McCaleb produced every email containing any of the listed search terms. But a plain reading of the affidavit and McCaleb's first discovery responses makes clear that his first production did not include irrelevant emails or emails from McCaleb's gmail account.<sup>7</sup>

The one document in the second production that fits within the stated relevance parameters of the first production is from McCaleb to Mark Karpeles and consists of only server log data about an email McCaleb received from the alleged thief.<sup>8</sup> Although not located in the original search, the expanded search did locate this document and it *was* produced with McCaleb's supplemental responses.<sup>9</sup> The fact that this document was not discovered in the original search was purely innocent, and does not justify the Raggios' argument that McCaleb lied in his affidavit.

Further, it is proper for parties to supplement discovery responses when additional documents are discovered.<sup>10</sup> As McCaleb's affidavit plainly acknowledges, he was later reminded that he and Karpeles had also used the [admin@mtgox.com](mailto:admin@mtgox.com) email address. Thus, McCaleb conducted additional searches to insure that all relevant documents were identified. Several relevant emails were located as a result of these expanded searches. As such, McCaleb and his counsel decided to produce all emails between Karpeles and McCaleb as an act of good faith. The supplemental production included numerous emails that are completely irrelevant to

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<sup>7</sup> McCaleb's discovery responses objected to production of emails, "**not relevant or related to the allegations of the Complaint** . . ." See Jed Mccaleb and Code Collective, LLC's Responses to Plaintiffs Dr. Donald Raggio and Dr. Chris Raggio's First Set of Request for Production of Documents, attached as Exhibit A, at p. 1 (emphasis added).

<sup>8</sup> See email numbered MCCALED 000330, attached as Exhibit B.

<sup>9</sup> Importantly, the email from the suspected thief from which the server's identifying information was gathered was produced as part of the original discovery responses. See MCCALED 000145, attached as Exhibit C.

<sup>10</sup> See Rule 26(f) of the Mississippi Rules of Civil Procedure.

the issues in this lawsuit. This production primarily consisted of emails from McCaleb's gmail account and emails to or from Karpeles using the [admin@mtgox.com](mailto:admin@mtgox.com) email address. This supplement was proper under the Mississippi Rules of Civil Procedure.<sup>11</sup> In short, nothing about McCaleb's document productions shows that he intentionally withheld any responsive documents other than those pursuant to unchallenged objections.

### **III. MCCALED AND HIS COUNSEL HAVE GONE ABOVE AND BEYOND THEIR DISCOVERY OBLIGATIONS.**

McCaleb and his counsel have worked diligently to determine search parameters that would identify relevant emails from the *over 6500 emails* in McCaleb's possession.<sup>12</sup> They performed multiple searches, both for the original and supplemental production. They conducted further searches upon receipt of the 18 emails the Raggios claimed were withheld, and have gone further to double-check all emails for relevancy. They have even incurred the expense of hiring an independent e-discovery litigation specialist to insure that no relevant emails were missed.<sup>13</sup> In short, McCaleb and his counsel have gone above and beyond the requirements of the Mississippi Rules of Civil Procedure to verify that all relevant emails have been produced and to put this distracting issue to rest once and for all.

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<sup>11</sup> McCaleb still maintained the objection to providing documents irrelevant to the Raggios' claim for their missing bitcoins. *See* Jed McCaleb And Code Collective, LLC's First Supplement to Responses to Plaintiffs Dr. Donald Raggio and Dr. Chris Raggio's First Set of Request for Production of Documents, attached as Exhibit D, at p. 1 (emphasis added).

<sup>12</sup> When faced with a multitude of electronic data, it is proper for a party to run searches of the data to identify and limit to relevant documents. *See In Re: Petition of Mississippi Power Co.*, 2014 WL 2811054, at \*5 (Apr. 1, 2014) (denying motion to compel 10 years of emails, but recognizing there are likely relevant emails so the parties should meet to agree "upon search terms and accounts for possible emails searches."); Electronically Stored Information—Case Law Developments, Fundamentals of Litigation Practice § 18:19.2 (2017 ed.) ("For ESI, courts will specifically require the party seeking the information to provide reasonable search terms and objective search criteria to determine which documents are relevant.").

<sup>13</sup> *See* Affidavit of Mandie B. Robinson, attached as Exhibit E, at ¶ 9.



**1. Although Irrelevant, Two Emails Between McCaleb and Karpeles Are Being Produced.**

The Raggios’ lawsuit concerns Mark Karpeles’ failure to give them bitcoins that were frozen in the MTGOX account of an alleged thief. Despite this very narrow issue, the Raggios have requested *every single email* ever sent between McCaleb and Karpeles and the Raggios’ Motion for Sanctions relates solely to this request. McCaleb and his counsel originally limited their production to relevant emails. However, when McCaleb realized there were additional emails with Karpeles under the “admin@mtgox.com” account, his counsel decided to produce all emails – regardless of relevance – as an act of good faith.

Now, as a result of the thorough review of counsel and the search performed by the e-discovery specialist of the 6500+ emails in McCaleb’s possession, two additional emails naming McCaleb and Mark Karpeles as sender and recipient have been identified. First, the computer specialists located one email in which Mark Karpeles forwarded a customer request to McCaleb.<sup>14</sup> Second, McCaleb’s counsel, Mandie B. Robinson, discovered an email from McCaleb’s gmail account that she had marked as irrelevant and which she failed to move into the supplemental production set when counsel decided to produce all emails between McCaleb and Karpeles irrespective of relevance.<sup>15</sup> In this email, McCaleb ask Karpeles to respond to a person interested in buying McCaleb’s shares of MTGOX.<sup>16</sup> Several emails related to this exact subject *were* produced.<sup>17</sup> The failure to produce this email was not intentional, but was an innocent

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<sup>14</sup> See Exhibit E at ¶ 10, with the email attached as Exhibit E-2.

<sup>15</sup> See *id.* at ¶ 6, with the gmail at issue attached as Exhibit E-1 to the affidavit. McCaleb properly provided all gmails to his counsel Mrs. Robinson, who personally reviewed them and determined relevancy for purposes of production.

<sup>16</sup> See Exhibit E-1 to the Affidavit.

<sup>17</sup> See Exhibit E at ¶ 7.

mistake by Mrs. Robinson.<sup>18</sup> Although included within the stated parameters of McCaleb's supplemental production, these two emails are irrelevant and the Raggios have suffered no prejudice. Consistent with McCaleb's practice of going above and beyond his discovery obligations, these emails are being produced now as a continuation of his good faith decision to produce all correspondence with Karpeles irrespective of the relevance of that correspondence.

**2. The Remaining Emails Are Produced to the Court for *In Camera* Review.**

Again, this lawsuit is solely about the alleged 2011 theft of bitcoins from the Raggios' MTGOX account and their claim the bitcoins frozen in the MTGOX account of the alleged thief should be given to them. In an act of good faith and transparency in order to avoid further distraction from the substantive issues of this case, McCaleb and his counsel are also producing for *in camera* review all other responsive but irrelevant emails identified by the searches of McCaleb, his counsel, and the independent e-discovery specialist.<sup>19</sup> As the Court can see, these emails are **completely irrelevant** to the Raggios' claims and are properly withheld under McCaleb's objections to producing irrelevant documents. With this *in camera* production, McCaleb will have produced to the Raggios and/or this Court every marginally responsive email—including dozens of irrelevant emails—located as a result of McCaleb's efforts. Given the lengths to which McCaleb has gone to find and produce relevant emails, and the fact that the information in the emails the Raggios complain about was already included in produced emails, it is simply not credible that McCaleb intentionally withheld or destroyed any emails. Therefore, the Raggios' Motion must be denied.

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<sup>18</sup> See *Leverette v. Cmty. Bank*, 2014 WL 3624027, at \*3 (S.D. Miss. July 22, 2014) (refusing to dismiss for failure to file pleadings by Court ordered dates, noting courts are loathe to grant dismissals that would punish clients for the mistakes of their counsel and the opposing party had not suffered prejudice).

<sup>19</sup> See Letter to Honorable Judge Tomie Green, attached as Exhibit F.

### **CONCLUSION**

The Raggios demanded sanctions on the grounds that McCaleb allegedly intentionally withheld 18 emails. Yet McCaleb showed 16 of those emails were not in his possession and 2 were drafts that were inadvertently overlooked by reasonable searches. The Raggios, faced with the failure of their original argument, assert in their reply brief that McCaleb lied in his affidavit (and should be punished with death penalty sanctions) because some emails were produced in a supplemental production rather than in the original production. But the affidavit's testimony rebuts the Raggios' argument about the supposed significance of when those emails were produced. McCaleb and his counsel have diligently searched and re-searched his emails, and have now even hired an e-discovery litigation specialist to insure all responsive relevant emails were found. These efforts revealed only two new emails out of the *nearly 7000* in McCaleb's possession, in which McCaleb or Karpeles were the named sender and named recipient. McCaleb's inadvertent failure to produce a small handful of irrelevant emails has not prejudiced the Raggios in any way and does not justify any sanctions being assessed against him.

Respectfully submitted, this the 19<sup>th</sup> day of September, 2017.

**CODE COLLECTIVE, LLC, and  
JED McCALEB, individually and formerly  
doing business as MTGOX, a sole proprietorship**

By: /s/ Edwin S. Gault, Jr.  
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**CERTIFICATE OF SERVICE**

I hereby certify that I served a true and correct copy of the foregoing document via the Court's electronic filing system to the following counsel of record:

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THIS, the 19<sup>th</sup> day of September, 2017.

/s/ Edwin S. Gault, Jr.  
EDWIN S. GAULT, JR.

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**PLAINTIFFS**

**VS.**

**CAUSE NO. 14-CV-00071-TTG**

**MTGOX, et al.**

**DEFENDANTS**

**JED MCCALED AND CODE COLLECTIVE, LLC'S RESPONSES TO PLAINTIFFS  
DR. DONALD RAGGIO AND DR. CHRIS RAGGIO'S FIRST SET OF REQUEST FOR  
PRODUCTION OF DOCUMENTS**

COME NOW, the Defendants, Jed McCaleb and Code Collective, LLC (together  
"Defendants"), and respond to the Plaintiffs; First Set of Request for Production of Documents  
as follows:

**GENERAL OBJECTIONS**

Defendants object to any request to the extent it seeks documents or contents of any  
public forums or filings as Plaintiffs have equal access to such information. Defendants  
further object to production of documents which are not relevant or related to the allegations  
of the Complaint in any way, including any emails to or from Mark Karpeles from McCaleb's  
"gmail" account which do not discuss the Raggios, the alleged theft of bitcoins, or the sale of  
MTGOX.

**RESPONSES TO REQUESTS FOR PRODUCTION**

**REQUEST NO. 1:** All documents of any kind (including electronic documents or  
information stored electronically) which you have under your control or possession which  
relate, directly or indirectly, to any facts and/or circumstances tending to support or  
disprove the allegations of the Plaintiffs in the complaint (or any amendments thereto) or  
the Defendant's defenses in this action.

**RESPONSE NO. 1:** Documents are being produced. This response may be supplemented.

**REQUEST NO. 2:** All documents of any kind (including electronic documents or information stored electronically) or photographs identified or referred to in your responses to the Plaintiffs' Interrogatories, or upon which you relied in drafting said responses.

**RESPONSE NO. 2:** Documents are being produced.

**REQUEST NO. 3:** All documents that you provided to any third party relating to any of the allegations in the complaint.

**RESPONSE NO. 3:** Defendants object to the extent this request seeks information protected by the attorney-client privilege and/or work product doctrine. Without waiving this objection, there are none.

**REQUEST NO. 4:** All documents or objects intended to be introduced into evidence as exhibits in the trial of this matter.

**RESPONSE NO. 4:** Defendants have not made a decision on what documents or objects they may seek to introduce into evidence at the trial of this matter. This response will be supplemented.

**REQUEST NO. 5:** Please produce all records regarding the Plaintiffs.

**RESPONSE NO. 5:** Records in the possession of the Defendants are being produced.

**REQUEST NO. 6:** All documents relating to any current or former MTGOX owner, agent, employee or contractor involved in any of the allegations in the complaint.

**RESPONSE NO. 6:** Defendants object to this request as overbroad, unduly burdensome, and seeking irrelevant information not calculated to lead to the discovery of admissible evidence, as it seeks *all* documents related to *any* MTGOX owner regardless of whether such documents relate to the allegations of the Complaint. Without waiving said objection, Defendants are producing all documents related to any other MTGOX owner that do relate to the allegations of the Complaint.

**REQUEST NO. 7:** Produce a copy of the resume, curriculum vitae and any other discoverable background information of any experts you plan to call at trial of this matter.

**RESPONSE NO. 7:** Defendants have not retained any experts at this time. This response will be supplemented if experts are retained to testify at trial.

**REQUEST NO. 8:** Produce a copy of each document, photograph or other tangible item you provided to any testifying expert, non-testifying expert, or consultant you have consulted with regarding this matter or relied upon by any expert you have consulted with regarding this matter.

**RESPONSE NO. 8:** None at this time.

**REQUEST NO. 9:** All documents relating to the qualification or opinion of any testifying or non-testifying expert witness or consultant retained by you or your counsel, including but not limited to: (a) the expert or consultant's resume or curriculum vitae; (b) any other documents supporting his or her qualifications or your assertion of his or her status as

an expert; (c) all reports, drafts, and notes prepared or relied upon by the expert or consultant in providing advice or rendering an opinion, and (d) relevant portions of any books, treatises, articles, or other documents that the expert regards as authoritative on the subject about which you contend he or she is an expert.

**RESPONSE NO. 9:** None at this time.

**REQUEST NO. 10:** Produce copies of all complaints and lawsuits filed against you or any other business entity owned or operated by you from 2010 to current where plaintiffs have made claims substantially similar to those in the instant complaint.

**RESPONSE NO. 10:** Defendants object to this request as the terms “substantially similar” are unclear. Without waiving that objection, there are none.

**REQUEST NO. 11:** All documents prepared in connection with any legal or administrative proceeding, other than this action, which relate in any way to any claim at issue in this action or any allegation in the complaint.

**RESPONSE NO. 11:** Defendants object to this request to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Without waiving this objection, there are no other proceedings which relate to the claims alleged in the Complaint.

**REQUEST NO. 12:** All documents relating to any statements from any potential witness, or other person with any information or knowledge relating to the claims in this action or allegations in the complaint.



**RESPONSE NO. 12:** Defendants object to this request to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Without waiving this objection, documents in Defendants' possession are being produced.

**REQUEST NO. 13:** Produce all documents, including but not limited to letters, emails, attachments, private messages, forum messages, text messages and any other form of correspondence, between you and the Plaintiffs.

**RESPONSE NO. 13:** Responsive documents in the possession of Defendants are being produced.

**REQUEST NO. 14:** Produce all documents, including but not limited to letters, emails, attachments, private messages, forum messages, text messages and any other form of correspondence, between you and Mark Karpeles.

**RESPONSE NO. 14:** Defendants object to this request as overbroad, unduly burdensome, and seeking irrelevant information not calculated to lead to the discovery of admissible evidence. Without waiving said objection, Defendants are producing all correspondence between Defendants and Mark Karpeles related to the allegations within Plaintiffs' Complaint.

**REQUEST NO. 15:** Produce all documents, including but not limited to letters, emails, attachments, private messages, forum messages, text messages and any other form of correspondence, between you and Mark Karpeles regarding the sale of MTGOX to Mark Karpeles and/or Tibanne.

**RESPONSE NO. 15:** Documents in the Defendants' possession are being produced.

**REQUEST NO. 16:** Produce all documents, including but not limited to letters, emails, attachments, private messages, forum messages, text messages and any other form of correspondence, between you and any other individual and/or entity regarding the sale of MTGOX to Mark Karpeles and/or Tibanne.

**RESPONSE NO. 16:** Defendants object to this request to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Defendants further object to this request as overbroad, unduly burdensome, and seeking irrelevant information not calculated to lead to the discovery of admissible evidence. Without waiving these objections, correspondence with the Raggios regarding the sale of MTGOX are being produced.

**REQUEST NO. 17:** Produce all documents, including but not limited to contracts, draft contracts, terms and conditions and any other pertinent document relating to the sale of MTGOX to Mark Karpeles and/or Tibanne.

**RESPONSE NO. 17:** Defendants object to this request to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Without waiving this objection, documents in the Defendants' possession are being produced.

**REQUEST NO. 18:** Produce any documents which reflect the relationship between the defendants, including any written agreements between the parties.

**RESPONSE NO. 18:** Defendants object to this request to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Without waiving this objection, documents in the Defendants' possession are being produced.

**REQUEST NO. 19:** Produce any and all exculpatory and indemnification agreements with Mark Karpeles or any other individual or entity concerning the incident complained of in Plaintiffs' Complaint.

**RESPONSE NO. 19:** The contract for the sale of MTGOX to K.K. Tibanne containing an indemnification provision is being produced.

**REQUEST NO. 20:** Produce all documents, including but not limited to letters, emails, attachments, private messages, forum messages, text messages and any other form of correspondence, between you and Mark Karpeles and/or Tibanne regarding the bitcoins missing and/or stolen from the Donald Raggio MTGOX account.

**RESPONSE NO. 20:** Defendants object to this request to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Without waiving this objection, documents in Defendants' possession are being produced.

**REQUEST NO. 21:** Produce all documents, including but not limited to letters, emails, attachments, private messages, forum messages, text messages and any other form of correspondence, between you and any other individual or entity regarding the bitcoins missing and/or stolen from the Donald Raggio MTGOX account.

**RESPONSE NO. 21:** Defendants object to this request to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Without waiving this objection, see response to Request Nos. 3, 14, and 20.

**REQUEST NO. 22:** Produce all documents, including but not limited to letters, emails, attachments, private messages, forum messages, text messages and any other form of

correspondence, between you and Mark Karpeles and/or Tibanne regarding any bitcoins, money, or any other form of currency missing or stolen from MTGOX accounts or MTGOX wallets.

**RESPONSE NO. 22:** Defendants object to this request to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Without waiving this objection, responsive documents are being produced.

**REQUEST NO. 23:** Produce all documents, including but not limited to letters, emails, attachments, private messages, forum messages, text messages and any other form of correspondence, between you and any other individual or entity regarding any bitcoins, money, or any other form of currency missing or stolen from MTGOX accounts or MTGOX wallets.

**RESPONSE NO. 23:** Defendants object to this request to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Without waiving this objection, documents are being produced.

**REQUEST NO. 24:** Produce all documents, including but not limited to letters, emails, attachments, private messages, forum messages, text messages and any other form of correspondence, between you and the individual identified as “Baron”.

**RESPONSE NO. 24:** Documents in the possession of the Defendants are being produced.

**REQUEST NO. 25:** Produce all documents, including but not limited to letters, emails, attachments, private messages, forum messages, text messages and any other form of

correspondence, between you and any other individual or entity regarding the individual identified as “Baron”.

**RESPONSE NO. 25:** Defendants object to this request to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Without waiving this objection, documents are being produced.

**REQUEST NO. 26:** Produce all documents reflecting any expenditures you have made regarding the security of the MTGOX website and/or computer coding of MTGOX while you held and/or retained any percentage of ownership interest in MTGOX.

**RESPONSE NO. 26:** Defendants object to this request to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Without waiving this objection, no such documents exist.

**REQUEST NO. 27:** Produce all documents regarding any audits of any type that were conducted regarding the security of the MTGOX website and/or computer coding of MTGOX while you held and/or retained any percentage of ownership interest in MTGOX.

**RESPONSE NO. 27:** Defendants object to this request to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Without waiving this objection, no such documents exist.

**REQUEST NO. 28:** Produce all documents relating to the security of the MTGOX website and/or computer coding of MTGOX while you held and/or retained any percentage of ownership interest in MTGOX.

**RESPONSE NO. 28:** Defendants object to this request to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Without waiving this objection, documents are being produced.

**REQUEST NO. 29:** Produce all documents, including but not limited to letters, emails, attachments, private messages, forum messages, text messages and any other form of correspondence, between you and any other individual or entity regarding the security of the MTGOX website and/or computer coding of MTGOX while you held and/or retained any percentage of ownership interest in MTGOX.

**RESPONSE NO. 29:** Defendants object to this request to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Without waiving this objection, documents are being produced.

**REQUEST NO. 30:** All documents showing your level of financial sophistication, including complete copies of all your individual state and federal tax returns and financial statements for the years beginning with the two calendar years immediately preceding the year in which began operating MTGOX as a bitcoin exchange through 2014.

**RESPONSE NO. 30:** Defendants object to this request as overly broad, unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence, and seeking information that is completely irrelevant to the allegations that the Defendants should pay Plaintiffs for the alleged theft of bitcoins from the Plaintiffs' account.

**REQUEST NO. 31:** All financial account statements pertaining to any individual checking, money management, or investment accounts, including but not limited to bank,

savings and loan, credit union, securities, brokerage and/or mutual fund accounts which you maintain or did maintain during the two calendar year immediately preceding the year in which you began operating MTGOX as a bitcoin exchange through 2014.

**RESPONSE NO. 31:** Defendants object to this request as overly broad, unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence, and seeking information that is completely irrelevant to the allegations that the Defendants should pay Plaintiffs for the alleged theft of bitcoins from the Plaintiffs' account.

**REQUEST NO. 32:** All financial account statements pertaining to any MTGOX checking, money management, or investment accounts, including but not limited to bank, savings and loan, credit union, securities, brokerage and/or mutual fund accounts which MTGOX maintained.

**RESPONSE NO. 32:** Defendants object to this request as overly broad, unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence, and seeking information that is completely irrelevant to the allegations that the Defendants should pay Plaintiffs for the alleged theft of bitcoins from the Plaintiffs' account. Without waiving this objection, Defendants are not in possession of any documents responsive to this request.

**REQUEST NO. 33:** Any and all documents pertaining to the implementation of MTGOX bitcoin wallets while you held and/or retained any percentage of ownership interest in MTGOX.

**RESPONSE NO. 33:** These Defendants are not in possession of any documents responsive to this request.

**REQUEST NO. 34:** Any and all documents pertaining to bitcoin wallets owned, held, or possessed by MTGOX while you held and/or retained any percentage of ownership interest in MTGOX.

**RESPONSE NO. 34:** Defendants object to this request as overly broad, unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence, and seeking information that is completely irrelevant to the allegations that the Defendants should pay Plaintiffs for the alleged theft of bitcoins from the Plaintiffs' account. Without waiving this objection, Defendants are not in possession of any documents responsive to this request.

**REQUEST NO. 35:** Any and all documents pertaining to bitcoin addresses owned, held, or possessed by MTGOX while you held and/or retained any percentage of ownership interest in MTGOX.

**RESPONSE NO. 35:** Defendants object to this request to the extent it seeks confidential private documents of individual consumers. Without waiving this objection, Defendants are not in possession of any documents responsive to this request.

**REQUEST NO. 36:** Any and all documents pertaining to terms and conditions regarding MTGOX accounts in which an accountholder would have to abide by upon opening, owning and/or possession a MTGOX account.

**RESPONSE NO. 36:** These Defendants are not in possession of any documents responsive to this request.



**REQUEST NO. 37:** Any and all documents pertaining to bitcoin addresses owned, held, or possessed by MTGOX while you held and/or retained any percentage of ownership interest in MTGOX.

**RESPONSE NO. 37:** Defendants object to this request as overly broad, unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence, and seeking information that is completely irrelevant to the allegations that the Defendants should pay Plaintiffs for the alleged theft of bitcoins from the Plaintiffs' account. Without waiving this objection, documents in the possession of these Defendants in which McCaleb and Mark Karpeles may have discussed any addresses of MTGOX relating to the sale of MTGOX are being produced.

**REQUEST NO. 38:** Any and all documents pertaining to bitcoins, bitcoin wallets, and bitcoin addresses owned, held, or possessed by yourself while you held and/or retained any percentage of ownership interest in MTGOX.

**RESPONSE NO. 38:** Defendants object to this request as overly broad, unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence, and seeking information that is completely irrelevant to the claims at issue which involve the alleged theft of bitcoins from Plaintiffs' by a third party, not these Defendants.

Respectfully submitted, this the 24<sup>th</sup> day of January, 2017.

**CODE COLLECTIVE, LLC, and  
JED McCALEB, individually and formerly  
doing business as MTGOX, a sole  
proprietorship**

By: /s/Edwin S. Gault, Jr.  
EDWIN S. GAULT, JR., MSB #10187  
MANDIE B. ROBINSON, MSB #100446

OF COUNSEL:

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Direct: (415) 249-8336  
Facsimile: (415) 249-8333  
[ejacobs@ksrh.com](mailto:ejacobs@ksrh.com)

**CERTIFICATE OF SERVICE**

I do hereby certify that I have this day served a true and correct copy of the above and foregoing pleading via email on the following:

Mitchell H. Tyner, Sr.  
Charles Brad Martin  
Tyner Law Firm, P.A.  
5750 I-55 North  
Jackson, MS 39211  
[mtyner@tynerlawfirm.com](mailto:mtyner@tynerlawfirm.com)  
[bmartin@tynerlawfirm.com](mailto:bmartin@tynerlawfirm.com)

Respectfully submitted, this the 24<sup>th</sup> day of January, 2017.

/s/ Edwin S. Gault, Jr.  
EDWIN S. GAULT, JR.

From: [Jed McCaleb](#)  
To: [Mark Karpeles](#)  
Date: Thursday, March 03, 2011 3:13:00 PM

---

Delivered-To: info@mtgox.com  
Received: by 10.216.184.143 with SMTP id s15cs251630wem;  
Fri, 11 Feb 2011 04:18:02 -0800 (PST)  
Received: by 10.220.74.206 with SMTP id v14mr543260vcj.185.1297426682099;  
Fri, 11 Feb 2011 04:18:02 -0800 (PST)  
Return-Path: <baron@contractor.net>  
Received: from imr-ma01.mx.aol.com (imr-ma01.mx.aol.com [64.12.206.39])  
by mx.google.com with ESMTP id f16si677989vcs.42.2011.02.11.04.18.01;  
Fri, 11 Feb 2011 04:18:02 -0800 (PST)  
Received-SPF: neutral (google.com: 64.12.206.39 is neither permitted  
nor denied by best guess record for domain of baron@contractor.net)  
client-ip=64.12.206.39;  
Authentication-Results: mx.google.com; spf=neutral (google.com:  
64.12.206.39 is neither permitted nor denied by best guess record for  
domain of baron@contractor.net) smtp.mail=baron@contractor.net  
Received: from imo-da04.mx.aol.com (imo-da04.mx.aol.com [205.188.169.202])  
by imr-ma01.mx.aol.com (8.14.1/8.14.1) with ESMTP id p1BCHth8001741  
for <info@mtgox.com>; Fri, 11 Feb 2011 07:17:55 -0500  
Received: from baron@contractor.net  
by imo-da04.mx.aol.com (mail\_out\_v42.9.) id o.ea0.fa03a18 (45500)  
for <info@mtgox.com>; Fri, 11 Feb 2011 07:17:50 -0500 (EST)  
Received: from smtpfly-db02.mx.aol.com (smtpfly-db02.mx.aol.com  
[205.188.249.153]) by cia-mc08.mx.aol.com (v129.7) with ESMTP id  
MAILCIAMC087-5c354d5528ed2af; Fri, 11 Feb 2011 07:17:50 -0500  
Received: from web-mmc-m03 (web-mmc-m03.sim.aol.com [64.12.224.136])  
by smtpfly-db02.mx.aol.com (v129.8) with ESMTP id  
MAILSMTPRLYDB023-5c354d5528ed2af; Fri, 11 Feb 2011 07:17:50 -0500  
To: info@mtgox.com  
Subject: can't withdraw funds  
Date: Fri, 11 Feb 2011 07:17:49 -0500  
X-MB-Message-Source: WebUI  
X-AOL-IP: 82.134.138.245  
X-MB-Message-Type: User  
MIME-Version: 1.0  
From: baron@contractor.net  
Content-Type: multipart/alternative;  
boundary="-----MB\_8CD97FCD58D4FEC\_1488\_15184\_web-mmc-m03.sysops.aol.com"  
X-Mailer: Mail.com Webmail 33222-STANDARD  
Received: from 82.134.138.245 by web-mmc-m03.sysops.aol.com  
(64.12.224.136) with HTTP (WebMailUI); Fri, 11 Feb 2011 07:17:49 -0500  
Message-Id: <8CD97FCD588D2A-1488-A62E@web-mmc-m03.sysops.aol.com>  
X-Spam-Flag:NO  
X-AOL-SENDER: baron@contractor.net

-----MB\_8CD97FCD58D4FEC\_1488\_15184\_web-mmc-m03.sysops.aol.com  
Content-Transfer-Encoding: quoted-printable  
Content-Type: text/plain; charset="us-ascii"

**From:** [baron@contractor.net](mailto:baron@contractor.net)  
**To:** [info@mtgox.com](mailto:info@mtgox.com)  
**Subject:** can't withdraw funds  
**Date:** Thursday, March 03, 2011 4:29:55 PM

---

Hello,  
I can't withdraw funds I get error:

"To reduce fraud we hold a certain of portion of PayPal payments in reserve for 30 days. You are currently only able to withdraw -954028.5"

what that means?

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CAUSE NO. 14-CV-00071-TTG**

**MTGOX, et al.**

**DEFENDANTS**

**JED MCCALED AND CODE COLLECTIVE, LLC'S FIRST SUPPLEMENT TO  
RESPONSES TO PLAINTIFFS DR. DONALD RAGGIO AND DR. CHRIS RAGGIO'S  
FIRST SET OF REQUEST FOR PRODUCTION OF DOCUMENTS**

COME NOW, the Defendants, Jed McCaleb and Code Collective, LLC (together "Defendants"), and submit this First Supplement to Responses to the Plaintiffs' First Set of Request for Production of Documents. These responses are intended solely to provide supplemental information to the specific requests stated below.

**GENERAL OBJECTIONS**

Defendants object to any request to the extent it seeks documents or contents of any public forums or filings as Plaintiffs have equal access to such information. Defendants further object to production of documents which are not relevant or related to the allegations of the Complaint in any way, including any emails to or from Mark Karpeles from McCaleb's "gmail" account which do not discuss the Raggios, the alleged theft of bitcoins, or the sale of MTGOX.

Notwithstanding the General Objections stated above, emails contained in McCaleb's "gmail" account to or from Mark Karpeles are being produced.

**RESPONSES TO REQUESTS FOR PRODUCTION**

**REQUEST NO. 14:** Produce all documents, including but not limited to letters, emails, attachments, private messages, forum messages, text messages and any other form of correspondence, between you and Mark Karpeles.

**RESPONSE NO. 14:** Defendants object to this request as overbroad, unduly burdensome, and seeking irrelevant information not calculated to lead to the discovery of admissible evidence. Without waiving said objection, Defendants are producing all correspondence between Defendants and Mark Karpeles related to the allegations within Plaintiffs' Complaint.

**SUPPLEMENTAL RESPONSE NO. 14:** Defendants object to this request as overbroad, unduly burdensome, and seeking irrelevant information not calculated to lead to the discovery of admissible evidence. Without waiving said objection, Defendants are producing all correspondence between Defendants and Mark Karpeles.

**REQUEST NO. 15:** Produce all documents, including but not limited to letters, emails, attachments, private messages, forum messages, text messages and any other form of correspondence, between you and Mark Karpeles regarding the sale of MTGOX to Mark Karpeles and/or Tibanne.

**RESPONSE NO. 15:** Documents in the Defendants' possession are being produced.

**SUPPLEMENTAL RESPONSE NO. 15:** Additional documents are being produced.

**REQUEST NO. 17:** Produce all documents, including but not limited to contracts, draft contracts, terms and conditions and any other pertinent document relating to the sale of MTGOX to Mark Karpeles and/or Tibanne.

**RESPONSE NO. 17:** Defendants object to this request to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Without waiving this objection, documents in the Defendants' possession are being produced.

**SUPPLEMENTAL RESPONSE NO. 17:** Additional documents are being produced.

**REQUEST NO. 22:** Produce all documents, including but not limited to letters, emails, attachments, private messages, forum messages, text messages and any other form of correspondence, between you and Mark Karpeles and/or Tibanne regarding any bitcoins, money, or any other form of currency missing or stolen from MTGOX accounts or MTGOX wallets.

**RESPONSE NO. 22:** Defendants object to this request to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Without waiving this objection, responsive documents are being produced.

**SUPPLEMENTAL RESPONSE NO. 22:** In addition to the objections stated above, Defendants object to the extent this request is overbroad as it contains no time limit and seeks irrelevant information regarding missing or stolen currency occurring after the sale. Without waiving this objection, additional documents are being produced.

**REQUEST NO. 23:** Produce all documents, including but not limited to letters, emails, attachments, private messages, forum messages, text messages and any other form of correspondence, between you and any other individual or entity regarding any bitcoins, money, or any other form of currency missing or stolen from MTGOX accounts or MTGOX wallets.

**RESPONSE NO. 23:** Defendants object to this request to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Without waiving this objection, documents are being produced.

**SUPPLEMENTAL RESPONSE NO. 23:** In addition to the objections stated above, Defendants object to the extent this request is overbroad as it contains no time limit and seeks

irrelevant information regarding missing or stolen currency occurring after the sale. Without waiving this objection, additional documents are being produced.

**REQUEST NO. 35:** Any and all documents pertaining to bitcoin addresses owned, held, or possessed by MTGOX while you held and/or retained any percentage of ownership interest in MTGOX.

**RESPONSE NO. 35:** Defendants object to this request to the extent it seeks confidential private documents of individual consumers. Without waiving this objection, Defendants are not in possession of any documents responsive to this request.

**SUPPLEMENTAL RESPONSE NO. 35:** Other than bitcoin addresses identified in the documents produced in this action, the Defendants are not in possession of documents responsive to this request.

**REQUEST NO. 37:** Any and all documents pertaining to bitcoin addresses owned, held, or possessed by MTGOX while you held and/or retained any percentage of ownership interest in MTGOX.

**RESPONSE NO. 37:** Defendants object to this request as overly broad, unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence, and seeking information that is completely irrelevant to the allegations that the Defendants should pay Plaintiffs for the alleged theft of bitcoins from the Plaintiffs' account. Without waiving this objection, documents in the possession of these Defendants in which McCaleb and Mark Karpeles may have discussed any addresses of MTGOX relating to the sale of MTGOX are being produced.



**SUPPLEMENTAL RESPONSE NO. 37:** Other than bitcoin addresses identified in the documents produced in this action, the Defendants are not in possession of documents responsive to this request.

Respectfully submitted, this the 29<sup>th</sup> day of March, 2017.

**CODE COLLECTIVE, LLC, and  
JED McCALEB, individually and formerly  
doing business as MTGOX, a sole  
proprietorship**

By: /s/Mandie B. Robinson  
EDWIN S. GAULT, JR., MSB #10187  
MANDIE B. ROBINSON, MSB #100446

OF COUNSEL:

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200 South Lamar Street, Ste. 100  
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San Francisco, California 94104  
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[ejacobs@hollandlawllp.com](mailto:ejacobs@hollandlawllp.com)

**CERTIFICATE OF SERVICE**

I do hereby certify that I have this day served a true and correct copy of the above and foregoing pleading via email on the following:

Mitchell H. Tyner, Sr.  
Charles Brad Martin  
TYNER, GOZA, STACEY & MARTIN, LLC  
114 West Center Street  
Canton, MS 39046  
[mtyner@tynerlawfirm.com](mailto:mtyner@tynerlawfirm.com)  
[bmartin@tynerlawfirm.com](mailto:bmartin@tynerlawfirm.com)

Respectfully submitted, this the 29<sup>th</sup> day of March, 2017.

/s/ Mandie B. Robinson  
MANDIE B. ROBINSON

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CAUSE NO. 14-CV-00071-TTG**

**MTGOX, et al.**

**DEFENDANTS**

**AFFIDAVIT OF MANDIE B. ROBINSON**

**STATE OF MISSISSIPPI**

**COUNTY OF HINDS**

Mandie B. Robinson, being first duly sworn says:

1. I am an attorney of record for Jed McCaleb and Code Collective, LLC, and have personal knowledge of the facts set forth in this Affidavit.

2. In December of 2016, I spoke with Jed McCaleb at length about the necessity of locating all emails relevant to the Plaintiffs' claims. We collaborated to determine searches that would locate such emails. McCaleb conducted searches of his gmail account during our discussion, and I determined that none were relevant to the issues in this lawsuit.

3. In March of 2017, I reviewed all emails from McCaleb's gmail account between McCaleb and Mark Karpeles to verify there were no emails relevant to the claims or defenses in Plaintiffs' Complaint. As a result of that review, I again determined that all the emails were not relevant and, consistent with Defendants' objections to producing irrelevant documents, placed them into an electronic folder of irrelevant documents that would not be produced.

4. When we later decided to produce all correspondence between McCaleb and Mark Karpeles, I gathered all emails from McCaleb's gmail account that met that criterion to be included in the supplemental production of documents.

5. In August of 2017, I re-reviewed all emails from McCaleb's gmail account that were in the folder of irrelevant documents to verify that, regardless of relevance to the issues in this case, all emails that were either sent to or received from Mark Karpeles had been produced.

6. During that review, I identified one email from Jed McCaleb to Mark Karpeles that I had unintentionally failed to move into the set of emails to be produced as part of the supplemental document production. A copy of the email is attached as Exhibit 1 to this Affidavit.

7. In the August 5, 2013 email, Jed McCaleb asked Mark Karpeles to meet with a person who was interested in buying McCaleb's shares of MTGOX. Upon discovering the email had not been produced, I prepared to supplement McCaleb's document production. I also investigated whether other emails from Mr. McCaleb's gmail account regarding this person's interest in buying McCaleb's shares of MTGOX had already been produced, and confirmed that they had.

8. The failure to produce this email was inadvertent and I did not intend to conceal any information from the Plaintiffs or this Court.

9. I also retained the services of an e-discovery computer specialist to search the MTGOX emails in McCaleb's possession to locate any other emails that may have been inadvertently missed.

10. I have reviewed the emails located by the specialist's searches, and have identified one email in which Mark Karpeles forwarded a customer request to McCaleb. A copy of that email is attached to this Affidavit as Exhibit 2.

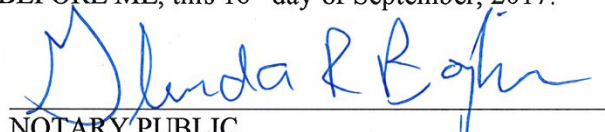
11. Although the emails attached as Exhibits 1 and 2 are irrelevant, both are being produced to the Plaintiffs.

12. I also reviewed the 42 emails listed in Exhibit C to the Plaintiffs' Reply in Support of Motion for Sanctions, Document No. 151. All but one email fit within the stated objections in Jed McCaleb and Code Collective, LLC's Responses to Plaintiffs Dr. Donald Raggio and Dr. Chris Raggio's First Set of Request for Production of Documents.

FURTHER AFFIANT SAYETH NOT

  
Mandie B. Robinson

SWORN TO AND SUBSCRIBED BEFORE ME, this 18<sup>th</sup> day of September, 2017.

  
NOTARY PUBLIC

(Seal)



**From:** Jed McCaleb  
**To:** Mark Karpeles  
**Subject:** dst investment group  
**Date:** Monday, August 05, 2013 6:00:02 PM

---

Hey Mark can you respond to the DST guy. He will be in tokyo this week. He is an irish citizen living in hong kong so you should be able to talk to him.

**From:** Mark Karpeles <admin@mtgox.com>  
**Sent:** Wednesday, May 04, 2011 6:10 PM  
**To:** Jed McCaleb  
**Subject:** Fwd: PLEASE CANCEL Re: ACH Withdrawal Request (Re: Instructions for ACH Direct Deposit Withdrawal to U.S. Bank)

----- Forwarded message -----

**From:** <toffoo@xemaps.com>  
**Date:** Thu, May 5, 2011 at 4:45 AM  
**Subject:** PLEASE CANCEL Re: ACH Withdrawal Request (Re: Instructions for ACH Direct Deposit Withdrawal to U.S. Bank)  
**To:** [admin@mtgox.com](mailto:admin@mtgox.com)

If you haven't done so already, you can cancel this request.  
I found a fast way to do so OTC.

Apologies for any trouble,  
-toffoo

On May 3, 2011, at 11:27 PM, Dominic wrote:

Ok here are the instructions:

JP Morgan Chase Bank

Routing #: [REDACTED]

Account #: [REDACTED]

Account name: [REDACTED]

Please withdraw \$1000 from my Mt.Gox account 'toffoo' for today.

Many thanks,  
-toffoo

On May 3, 2011, at 11:57 AM, Mark Karpeles wrote:

Hi,

Oops, didn't see "withdrawal", I'm tired.

er... For withdrawal we do not do via dwolla yet, need a bit more setup.

For ACH withdrawal, I just need your routing number, account number and name on the account. If you want to withdraw less than \$800 I charge \$5. If more than \$1000, I can only send \$1000 a day so it will come in multiple batches.

Thanks,  
Mark

On Tue, May 3, 2011 at 11:55 PM, <[tofffoo@xemaps.com](mailto:tofffoo@xemaps.com)> wrote:  
Ok, that's fine. What are the instructions for Dwolla?

Does Dwolla still have the same limits? Is \$800 min, \$1000 max per day correct?

Thanks

On May 3, 2011, at 10:24 AM, Mark Karpeles wrote:

Hi,

Matching incoming ACH transfers with accounts has become quite a hassle since there are a lot of transfers, and we would like to have everyone use Dwolla when possible. It makes transfers easy to match for us (automatically, thanks to Dwolla API) and it's easier for you to manage.

How would that be for you?

Thanks,  
Mark

On Tue, May 3, 2011 at 4:02 PM, <[tofffoo@xemaps.com](mailto:tofffoo@xemaps.com)> wrote:  
Hello,  
Could you please send me the instructions to request a ACH direct deposit withdrawal to a U.S. bank?  
Many thanks,  
-tofffoo



# FormanWatkins

Forman Watkins & Krutz LLP

Edwin S. Gault, Jr.  
[win.gault@formanwatkins.com](mailto:win.gault@formanwatkins.com)  
Direct Dial: 601-969-7834

September 19, 2017

VIA HAND DELIVERY

Honorable Tomie Green  
Circuit Court of Hinds County  
407 E. Pascagoula Street  
Jackson, MS 39201

Re: *Dr. Donald Raggio, Dr. Chris Raggio v. MTGOX et al.*, In the Circuit Court of  
the First Judicial District of Hinds County, Mississippi, Civil Action No. 14-  
CV-00071-TTG

Dear Judge Green:

Enclosed is a copy of Jed McCaleb and Code Collective, LLC's Motion for Leave to  
File Sur-Reply and Incorporated Sur-Reply to Motion for Sanctions. Also enclosed is a CD  
of emails being produced to Your Honor for *in camera* review.

As discussed in the Sur-Reply, the Raggios filed this suit regarding Mark Karpeles'  
failure to give them bitcoins from the account of an individual they claim stole their  
bitcoins. Although these emails may be responsive to the Raggios' expansive requests for  
production, they are completely irrelevant to the claims and defenses of the suit. Thus,  
they are being provided to the Court in an act of good faith and transparency, so the Court  
may verify they were not wrongfully withheld. They fall into three categories:

Emails which contain the word "hack":  
1092-1102; and  
1125-1132

Emails which contain the word "security":  
1075-1091;  
1103-1124; and  
1133-1163

Honorable Judge Green  
September 19, 2017  
Page 2

Emails sent to/from Jed McCaleb or Mark Karpeles, to/from the admin@mtgox.com email address, which do not state who is using the email account:  
1067-1074

These Defendants request a hearing at the Court's earliest convenience to address any discovery or other matters the Court wishes.

Sincerely,

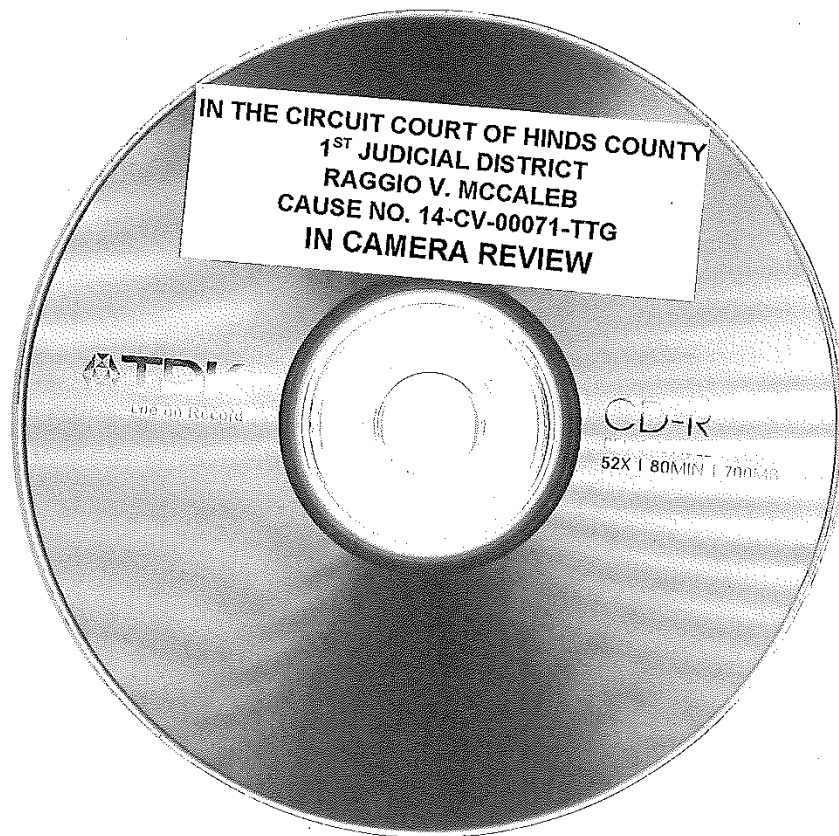
FORMAN WATKINS & KRUTZ LLP



Edwin S. Gault, Jr.

Enclosure

cc: Mitchell H. Tyner, Sr. (via electronic mail w/o encl.)  
Ethan Jacobs (via electronic mail w/o encl.)



**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CAUSE NO. 14-CV-00071-TTG**

**MTGOX, et al.**

**DEFENDANTS**

**NOTICE OF SERVICE OF DISCOVERY**

Jed McCaleb and Code Collective, LLC, by and through counsel of record, do hereby  
give notice to the Court that the following discovery was served as follows:

**JED MCCALED AND CODE COLLECTIVE, LLC'S SECOND  
SUPPLEMENT TO RESPONSES TO PLAINTIFFS DR. DONALD  
RAGGIO AND DR. CHRIS RAGGIO'S FIRST SET OF REQUEST FOR  
PRODUCTION OF DOCUMENTS**

The undersigned retains the originals of the above papers as custodian thereof.

Respectfully submitted, this the 19<sup>th</sup> day of September, 2017.

**JED MCCALED and  
CODE COLLECTIVE, LLC**

By: /s/Mandie B. Robinson  
EDWIN S. GAULT, JR., MSB #10187  
MANDIE B. ROBINSON, MSB #100446  
T. PEYTON SMITH (MSB #103867)

OF COUNSEL:

FORMAN WATKINS & KRUTZ LLP  
210 East Capitol Street, Suite 2200  
Jackson, Mississippi 39201-2375  
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[mandie.robinson@formanwatkins.com](mailto:mandie.robinson@formanwatkins.com)  
[peyton.smith@formanwatkins.com](mailto:peyton.smith@formanwatkins.com)

ETHAN JACOBS  
HOLLAND LAW, LLP  
220 Montgomery Street, Suite 800  
San Francisco, California 94104  
Telephone: (415) 200-4984  
[ejacobs@hollandlawllp.com](mailto:ejacobs@hollandlawllp.com)

**CERTIFICATE OF SERVICE**

I do hereby certify that I have this day served a true and correct copy of the above and foregoing pleading via the Court's electronic mail system on the following:

Mitchell H. Tyner, Sr.  
Charles Brad Martin  
TYNER, GOZA, STACEY & MARTIN, LLC  
114 West Center Street  
Canton, MS 39046  
[mtyner@tynerlawfirm.com](mailto:mtyner@tynerlawfirm.com)  
[bmartin@tynerlawfirm.com](mailto:bmartin@tynerlawfirm.com)

Respectfully submitted, this the 19<sup>th</sup> day of September, 2017.

/s/ Mandie B. Robinson  
MANDIE B. ROBINSON

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CAUSE NO. 14-CV-00071-TTG**

**MTGOX, et al.**

**DEFENDANTS**

**NOTICE OF SERVICE OF DISCOVERY**

Jed McCaleb by and through counsel of record, do hereby give notice to the Court that the following discovery was served as follows:

**JED MCCALED'S RESPONSES TO PLAINTIFFS' SIXTH SET OF  
REQUESTS FOR ADMISSIONS**

The undersigned retains the originals of the above papers as custodian thereof.

Respectfully submitted, this the 25th day of September, 2017.

**JED McCALEB**

By: /s/Mandie B. Robinson  
EDWIN S. GAULT, JR., MSB #10187  
MANDIE B. ROBINSON, MSB #100446  
T. PEYTON SMITH (MSB #103867)

OF COUNSEL:

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Facsimile: (601) 960-8613  
[win.gault@formanwatkins.com](mailto:win.gault@formanwatkins.com)  
[mandie.robinson@formanwatkins.com](mailto:mandie.robinson@formanwatkins.com)  
[peyton.smith@formanwatkins.com](mailto:peyton.smith@formanwatkins.com)

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HOLLAND LAW, LLP  
220 Montgomery Street, Suite 800  
San Francisco, California 94104  
Telephone: (415) 200-4984  
[ejacobs@hollandlawllp.com](mailto:ejacobs@hollandlawllp.com)

**CERTIFICATE OF SERVICE**

I do hereby certify that I have this day served a true and correct copy of the above and foregoing pleading via the Court's electronic mail system on the following:

Mitchell H. Tyner, Sr.  
Charles Brad Martin  
TYNER, GOZA, STACEY & MARTIN, LLC  
114 West Center Street  
Canton, MS 39046  
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Respectfully submitted, this the 25<sup>th</sup> day of September, 2017.

/s/ Mandie B. Robinson  
MANDIE B. ROBINSON

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CAUSE NO. 14-CV-00071-TTG**

**MTGOX, et al.**

**DEFENDANTS**

**NOTICE OF SERVICE OF DISCOVERY**

Jed McCaleb and Code Collective, LLC, by and through counsel of record, do hereby give notice to the Court that the following discovery was served as follows:

**JED MCCALED'S AND CODE COLLECTIVE, LLC'S  
SEVENTH SET OF REQUESTS FOR PRODUCTION OF  
DOCUMENTS TO PLAINTIFFS**

The undersigned retains the originals of the above papers as custodian thereof.

Respectfully submitted, this the 26th day of September, 2017.

**JED MCCALED and  
CODE COLLECTIVE, LLC**

By: /s/Mandie B. Robinson  
EDWIN S. GAULT, JR., MSB #10187  
MANDIE B. ROBINSON, MSB #100446  
T. PEYTON SMITH (MSB #103867)

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**CERTIFICATE OF SERVICE**

I do hereby certify that I have this day served a true and correct copy of the above and foregoing pleading via the Court's electronic mail system on the following:

Mitchell H. Tyner, Sr.  
Charles Brad Martin  
TYNER, GOZA, STACEY & MARTIN, LLC  
114 West Center Street  
Canton, MS 39046  
[mtyner@tynerlawfirm.com](mailto:mtyner@tynerlawfirm.com)  
[bmartin@tynerlawfirm.com](mailto:bmartin@tynerlawfirm.com)

Respectfully submitted, this the 26<sup>th</sup> day of September, 2017.

/s/ Mandie B. Robinson  
MANDIE B. ROBINSON

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CIVIL ACTION NO. 14-71**

**MTGOX a sole proprietorship;  
MTGOX, Inc., a Delaware corporation;  
MT.GOX KK, a Japanese corporation;  
TIBANE KK, a Japanese corporation;  
MUTUM SIGILLUM, LLC a Delaware limited Liability Company;  
CODE COLLECTIVE, LLC a New York limited liability company;  
JED McCALEB, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

---

**NOTICE OF SERVICE OF DISCOVERY**

---

Please take notice that the Plaintiffs have this day served in the above entitled action the following:

- 1) Plaintiffs' Dr. Donald Raggio and Dr. Chris Raggio Seventh Set of Request for Admissions to Defendant Jed McCaleb.**

The undersigned retain the originals as custodian thereof.

This the 27<sup>th</sup> day of September, 2017.

**DR. DONALD RAGGIO AND  
DR. CHRIS RAGGIO**

s/Charles "Brad" Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

OF COUNSEL:

MITCHELL H. TYNER, SR., MSB# 8169

CHARLES “BRAD” MARTIN, MSB# 100767

**TYNER, GOZA, STACEY & MARTIN, LLC**

114 West Center Street

Canton, MS 39046

Phone: 601-401-1111

Fax: 601-957-6554

**CERTIFICATE OF SERVICE**

I do hereby certify that I have this day served a true and correct copy of the above and foregoing pleading via the Court's electronic filing system on the following:

Edwin S. Gault, Jr., Esq.  
Mandie B. Robinson, Esq.  
T. Peyton Smith, Esq.  
Forman Watkins & Krutz LLP  
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Jackson, MS 39201-2375

Ethan Jacobs, Esq.  
Holland Law, LLP  
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San Francisco, California 94104

Respectfully submitted, this the 27<sup>th</sup> day of September, 2017.

s/ Charles B. Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CIVIL ACTION NO. 14-71**

**MTGOX a sole proprietorship;  
MTGOX, Inc., a Delaware corporation;  
MT.GOX KK, a Japanese corporation;  
TIBANE KK, a Japanese corporation;  
MUTUM SIGILLUM, LLC a Delaware limited Liability Company;  
CODE COLLECTIVE, LLC a New York limited liability company;  
JED McCALEB, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

---

**PLAINTIFFS' RESPONSE TO MOTION FOR LEAVE TO FILE  
SUR-REPLY AND INCORPORATED SUR-REPLY TO MOTION FOR SANCTIONS**

COME NOW the Plaintiffs (hereinafter "Doctors"), by and through the undersigned counsel, and file this their Response to the Defendants' Motion for Leave to File Sur-Reply and Incorporated Sur-Reply to Motion for Sanctions and in support thereof would show unto this Court the following, to-wit:

1. The Defendants have filed their Motion in a last-ditch effort to circumvent the sanction power of this Court regarding the withholding and spoliation of multiple emails. Furthermore, the contentions and contradictions within the Motion and the California Defendant's Affidavit are nothing than excuses and smoke screens as to why the California Defendant failed to produce multiple damning emails and two draft emails of which have an enormous bearing on the crux of this case.

2. The California Defendant makes much to do about the language of his Affidavit regarding the first search and production of documents, specifically the limiting language of “all e-mails related to the allegations in Plaintiff’s (sic) complaint.” *See* Doc 148-1 at ¶ 10. However, the California Defendant’s Motion and Affidavit make the bizarre assertion that the California Defendant “did not search for e-mails associated with the address [admin@mtgox.com](mailto:admin@mtgox.com)” before the first production. *Id.* at ¶ 11. However, this presents the onerous problem for the Defendant that numerous emails produced in the first production of documents contain the [admin@mtgox.com](mailto:admin@mtgox.com) email address. (ninety-nine of the produced documents were authored by Jed McCaleb under the [admin@mtgox.com](mailto:admin@mtgox.com) email address.) *See* Exhibit “A”. Again, this is just another example of the California Defendant’s contradictions, within his very own Affidavit, where he is unable to keep his story to the Court and the Doctors straight about the document production that has taken place.

3. The California Defendant’s Affidavit further adds to the confusion in that it never states which email addresses belonging to the California Defendant were initially searched for the first production. *See* Doc 148-1. A cursory review of the Defendant’s Affidavit would lead one to surmise that the Defendant was limiting his initial search to [jed@mtgox.com](mailto:jed@mtgox.com), of which several emails were produced in the Defendant’s first production. *See* Exhibit “A”. However, the email account of [jed@mtgox.com](mailto:jed@mtgox.com) was never created until approximately the first week of March 2011, after Mark Karpeles took over MTGOX. *See* Exhibit B, Email Compilation. Before [jed@mtgox.com](mailto:jed@mtgox.com) came into existence, the California Defendant used [admin@mtgox.com](mailto:admin@mtgox.com) as his email address. *Id.* Once again, numerous emails were produced in the first production from the [admin@mtgox.com](mailto:admin@mtgox.com) email address, which directly contradicts the California Defendant’s Affidavit. This blatant contradiction, coupled with the fact several emails were never produced which have

great bearing on this case, goes to the very heart of the Defendant's veracity. If he can't keep his story straight about which emails were initially searched and produced, then his story as to the alleged loss of the sixteen emails which lie at the heart of the Doctors' Motion for Sanctions is highly suspect and should be met with disbelief.

4. The confusion created by the California Defendant's Motion and his Affidavit should not be allowed to muddy the waters of what is really the issue here: the destruction of 16 emails and the initial failure to produce two draft emails. The California Defendant's argument that he does not have control and custody of sixteen of these emails and that he only recently discovered the two draft emails defies all credibility, even more so now that his Affidavit contradicts the facts in this case. The very nature of the majority of these documents indicate why the California Defendant did not want to produce and destroyed these damning emails. Again, they contain the following:

- A laundry list of complaints Jed McCaleb had as to Mark Karpeles's operation of MTGOX such as finding a CEO, failing to hire employees, failing to gather a team, failure to have someone security audit MTGOX, etc. – 7/2/2011 email.
- Telling Mark Karpeles he was “holding MTGOX back”, that he is “incompetent as a manager,” that Karpeles doesn't listen to what anyone says, that he is incapable of delegation authority, to step down as CEO and to find someone else to run MTGOX and that he doesn't do so that MTGOX won't be round in a year. – 2/1/2012 email
- Telling Mark Karpeles to find a competent manager, to delegate authority and that it seems pointless. Mark Karpeles responds with “MtGox has been operating illegally and allowing operations which shouldn't have been allowed (for example, allowing people to sell bitcoin or to withdraw is illegal.” - 2/1/2012 email
- California Defendant submitting to Mark Karpeles that it seems MTGOX has been running at a loss and inquiring whether extra money has been coming from user deposits and, if so, how much is owed to the users. 3/8/2012

*See Exhibit C to the Plaintiff's Motion for Sanctions, Dkt. # 127.*

5. The California Defendant's current Motion is a blatant attempt and ruse to circumvent

the punishment of this Court. Coupled with his prior withholding of documents and his faulty Affidavit, the California Defendant's argument that he does not have control and custody of these documents does not pass muster. These documents evidence criminal activity as well as the California Defendant's incredible disdain of Mark Karpeles. It is very clear why these documents were not produced by the California Defendant. Fearing the worst in this litigation, he purposely withheld these documents and deleted them while failing to timely produce the two draft emails.

### **CONCLUSION**

WHEREFORE PREMISES CONSIDERED, the Plaintiffs respectfully request this Court deny the Defendants' Motion for Leave to File a Sur-Reply and enter an Order granting the Plaintiffs' Motion for Sanctions and granting the Plaintiffs the relief requested herein, and awarding any and all additional relief in favor of the Plaintiffs and/or ordering sanctions against the Defendants deemed appropriate by this Honorable Court.

RESPECTFULLY SUBMITTED, this the 28<sup>th</sup> day of September, 2017.

**DR. DONALD RAGGIO AND**  
**DR. CHRIS RAGGIO**  
s/Charles "Brad" Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

OF COUNSEL:  
MITCHELL H. TYNER, SR., MSB# 8169  
CHARLES "BRAD" MARTIN, MSB# 100767  
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Canton, MS 39046  
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Fax: 601-957-6554



**CERTIFICATE OF SERVICE**

I do hereby certify that I have this day served a true and correct copy of the above and foregoing pleading via the Court's electronic filing system on the following:

Edwin S. Gault, Jr., Esq.  
Mandie B. Robinson, Esq.  
T. Peyton Smith, Esq.  
Forman Watkins & Krutz LLP  
210 East Capitol Street, Suite 2200  
Jackson, MS 39201-2375

Ethan Jacobs, Esq.  
Holland Law, LLP  
220 Montgomery Street, Suite 800  
San Francisco, California 94104

Respectfully submitted, this the 28<sup>th</sup> day of September, 2017.

s/ Charles B. Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

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EXHIBIT



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MCCALEB 000247 20110305-Fwd_coins-...	5/24/2017 4:12 PM	E-mail Message	2 KB	"Mark Karpeles" <admin@mtgox.com>
MCCALEB 000248 20110302-Re_All of the...	5/24/2017 4:12 PM	E-mail Message	6 KB	<matzcmcc@web.de>
MCCALEB 000249 20110303-Re_All of the...	5/24/2017 4:12 PM	E-mail Message	3 KB	"Jed McCaleb" <admin@mtgox.com>
MCCALEB 000250 20110201-last login -29...	5/24/2017 4:12 PM	E-mail Message	2 KB	"Jed McCaleb" <admin@mtgox.com>
MCCALEB 000251 20110201-Re_last login...	5/24/2017 4:12 PM	E-mail Message	6 KB	"Jed McCaleb" <admin@mtgox.com>
MCCALEB 000252 20110131-Re_ahhh wh...	5/24/2017 4:12 PM	E-mail Message	4 KB	"Jed McCaleb" <admin@mtgox.com>
MCCALEB 000253 20110131-Re_ahhh wh...	5/24/2017 4:12 PM	E-mail Message	7 KB	<info@opencalcohol.com>
MCCALEB 000254 20110131-Re_ahhh wh...	5/24/2017 4:12 PM	E-mail Message	6 KB	<info@opencalcohol.com>
MCCALEB 000255 20110131-Re_ahhh wh...	5/24/2017 4:12 PM	E-mail Message	4 KB	"Jed McCaleb" <admin@mtgox.com>
MCCALEB 000256 20110131-Re_ahhh wh...	5/24/2017 4:12 PM	E-mail Message	5 KB	<info@opencalcohol.com>
MCCALEB 000257 20110131-Re_ahhh wh...	5/24/2017 4:12 PM	E-mail Message	5 KB	<info@opencalcohol.com>
MCCALEB 000258 20110131-Re_ahhh wh...	5/24/2017 4:12 PM	E-mail Message	3 KB	"Jed McCaleb" <admin@mtgox.com>
MCCALEB 000259 20110131-Re_ahhh wh...	5/24/2017 4:12 PM	E-mail Message	4 KB	<info@opencalcohol.com>
MCCALEB 000260 20110131-Re_ahhh wh...	5/24/2017 4:12 PM	E-mail Message	2 KB	"Jed McCaleb" <admin@mtgox.com>
MCCALEB 000261 20110131-Re_ahhh wh...	5/24/2017 4:12 PM	E-mail Message	4 KB	<info@opencalcohol.com>
MCCALEB 000262 20110131-Re_ahhh wh...	5/24/2017 4:12 PM	E-mail Message	9 KB	<info@opencalcohol.com>
MCCALEB 000263 20110201-Re_ahhh wh...	5/24/2017 4:12 PM	E-mail Message	8 KB	"Jed McCaleb" <admin@mtgox.com>
MCCALEB 000264 20110202-Re_ahhh wh...	5/24/2017 4:11 PM	E-mail Message	10 KB	<info@opencalcohol.com>
MCCALEB 000265 20110202-Re_ahhh wh...	5/24/2017 4:11 PM	E-mail Message	7 KB	"Jed McCaleb" <admin@mtgox.com>
MCCALEB 000266 20110202-Re_ahhh wh...	5/24/2017 4:11 PM	E-mail Message	12 KB	<info@opencalcohol.com>
MCCALEB 000267 20110206-Re_ahhh wh...	5/24/2017 4:11 PM	E-mail Message	10 KB	"Jed McCaleb" <admin@mtgox.com>
MCCALEB 000268 20110206-Re_ahhh wh...	5/24/2017 4:11 PM	E-mail Message	11 KB	<info@opencalcohol.com>
MCCALEB 000269 20110206-Re_ahhh wh...	5/24/2017 4:11 PM	E-mail Message	4 KB	"Adam" <adam@mtgox.com>
MCCALEB 000270 20110616-Re_Hints fro...	5/24/2017 4:11 PM	E-mail Message	36 KB	"Adam" <adam@mtgox.com>
MCCALEB 000271 20110616-Re_June 16 -...	5/24/2017 4:11 PM	E-mail Message	2 KB	"Jed McCaleb" <jed@mtgox.com>
MCCALEB 000272 20110803-Polish excha...	5/24/2017 4:11 PM	E-mail Message		

MCCALEB 000272 20110803-Polish excha...	5/24/2017 4:11 PM	E-mail Message	2 KB	"Jed McCaleb" <jed@mtgox.com>
MCCALEB 000273 20110803-Re_Polish ex...	5/24/2017 4:11 PM	E-mail Message	5 KB	"Mark Karpeles" <admin@mtgox.com>
MCCALEB 000274 20110803-Re_Polish ex...	5/24/2017 4:11 PM	E-mail Message	3 KB	"Jed McCaleb" <jed@mtgox.com>
MCCALEB 000275 20110803-Re_Polish ex...	5/24/2017 4:11 PM	E-mail Message	7 KB	"Mark Karpeles" <admin@mtgox.com>
MCCALEB 000276 20110803-Re_Polish ex...	5/24/2017 4:11 PM	E-mail Message	3 KB	"Jed McCaleb" <jed@mtgox.com>
MCCALEB 000277 20110803-Re_Polish ex...	5/24/2017 4:11 PM	E-mail Message	4 KB	"Jed McCaleb" <jed@mtgox.com>
MCCALEB 000278 20110803-Re_Polish ex...	5/24/2017 4:11 PM	E-mail Message	4 KB	"Mark Karpeles" <admin@mtgox.com>
MCCALEB 000279 20110803-Re_Polish ex...	5/24/2017 4:11 PM	E-mail Message	2 KB	"Jed McCaleb" <jed@mtgox.com>
MCCALEB 000280 Record of calls to Goo...	5/24/2017 9:03 PM	Adobe Acrobat D...	482 KB	
MCCALEB 000281 Voicemail_1601672510...	5/24/2017 9:03 PM	MPEG Layer 3 Aud...	60 KB	
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MCCALEB 000284 - MCCALEB 000290 Ver...	5/24/2017 9:03 PM	Adobe Acrobat D...	622 KB	



**From:** Jed McCaleb <admin@mtgox.com>  
**Sent:** Wednesday, March 02, 2011 5:52 AM  
**To:** Mark Karpeles

What is your mail server info? I can go ahead and point the MX at your mail server.



**From:** Jed McCaleb <jed@mtgox.com>  
**Sent:** Monday, March 07, 2011 7:19 AM  
**To:** Mark Karpeles; donald.raggio@gmail.com  
**Subject:** Re:

Hi Chris,  
Yeah Mark is the new owner and he will handle getting your coins back.  
It will still take awhile though since he has to wait to be sure baron is bluffing about suing us etc.  
Thanks,  
Jed.

On Sun, Mar 6, 2011 at 11:37 AM, Mark Karpeles <admin@mtgox.com> wrote:

> ----- Forwarded message -----  
> From: Donald Raggio <dona1d.raggio@gmail.com>  
> Date: Mon, Mar 7, 2011 at 1:22 AM  
> Subject: Re:  
> To: Jed McCaleb <admin@mtgox.com>  
>  
>  
> Jed,  
>  
> I know you got a lot on your plate. Do I keep talking to you or do I  
> talk to the new owner regarding recovery of the stolen BTC?  
>  
> Chris  
>  
>  
>

> On Feb 26, 2011, at 9:33 AM, Jed McCaleb <admin@mtgox.com> wrote:

>  
>> Hi Chris,  
>> Can you think of a way that the thief would have gotten your mtgox  
>> username? Because he would have needed that before he did the  
>> dictionary attack.  
>> It looks like at the very least this guy is going to give your coins  
>> back. I want to wait longer though to gather more evidence if he is  
>> in fact related to other fraud that has happened on the site.  
>> Thanks,  
>> Jed.  
>

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CIVIL ACTION NO. 14-71**

**MTGOX a sole proprietorship;  
MTGOX, Inc., a Delaware corporation;  
MT.GOX KK, a Japanese corporation;  
TIBANE KK, a Japanese corporation;  
MUTUM SIGILLUM, LLC a Delaware limited Liability Company;  
CODE COLLECTIVE, LLC a New York limited liability company;  
JED McCALEB, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

---

**NOTICE OF SERVICE OF DISCOVERY RESPONSES**

---

Please take notice that Doctors Chris and Donald Raggio have this day served in the above entitled action the following:

- 1) Plaintiffs Chris and Donald Raggios' Second Supplemental Responses to Code Collective, LLC and Jed McCaleb's First Set of Request for Production**

The undersigned retain the originals as custodian thereof.

This the 10<sup>th</sup> day of October, 2017.

**DR. DONALD AND CHRIS RAGGIO**

s/Charles "Brad" Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

OF COUNSEL:  
MITCHELL H. TYNER, SR., MSB# 8169

CHARLES "BRAD" MARTIN, MSB# 100767  
**TYNER, GOZA, STACEY & MARTIN, LLC**  
114 West Center Street  
Canton, MS 39046  
Phone: 601-401-1111  
Fax: 601-957-6554

**CERTIFICATE OF SERVICE**

I do hereby certify that I have this day served a true and correct copy of the above and foregoing pleading via the Court's electronic filing system on the following:

Edwin S. Gault, Jr., Esq.  
Mandie B. Robinson, Esq.  
T. Peyton Smith, Esq.  
Forman Watkins & Krutz LLP  
210 East Capitol Street, Suite 2200  
Jackson, MS 39201-2375

Ethan Jacobs, Esq.  
Holland Law, LLP  
220 Montgomery Street, Suite 800  
San Francisco, California 94104

Respectfully submitted, this the 10<sup>th</sup> day of October, 2017.

s/ Charles B. Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CIVIL ACTION NO. 14-71**

**MTGOX a sole proprietorship;  
MTGOX, Inc., a Delaware corporation;  
MT.GOX KK, a Japanese corporation;  
TIBANE KK, a Japanese corporation;  
MUTUM SIGILLUM, LLC a Delaware limited Liability Company;  
CODE COLLECTIVE, LLC a New York limited liability company;  
JED McCALEB, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

---

**NOTICE OF SERVICE OF DISCOVERY RESPONSES**

---

Please take notice that Doctors Chris and Donald Raggio have this day served in the above entitled action the following:

- 1) Plaintiffs Chris and Donald Raggios' Third Supplemental Responses to Code Collective, LLC and Jed McCaleb's Third Set of Request for Production**

The undersigned retain the originals as custodian thereof.

This the 10<sup>th</sup> day of October, 2017.

**DOCTORS DONALD AND CHRIS RAGGIO**

s/Charles "Brad" Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

OF COUNSEL:  
MITCHELL H. TYNER, SR., MSB# 8169

CHARLES “BRAD” MARTIN, MSB# 100767  
**TYNER, GOZA, STACEY & MARTIN, LLC**  
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Ethan Jacobs, Esq.  
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220 Montgomery Street, Suite 800  
San Francisco, California 94104

Respectfully submitted, this the 10<sup>th</sup> day of October, 2017.

s/ Charles B. Martin  
CHARLES "BRAD" MARTIN, MSB# 100767



**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CIVIL ACTION NO. 14-71**

**MTGOX a sole proprietorship;  
MTGOX, Inc., a Delaware corporation;  
MT.GOX KK, a Japanese corporation;  
TIBANE KK, a Japanese corporation;  
MUTUM SIGILLUM, LLC a Delaware limited Liability Company;  
CODE COLLECTIVE, LLC a New York limited liability company;  
JED McCALEB, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

---

**NOTICE OF SERVICE OF DISCOVERY RESPONSES**

---

Please take notice that Dr. Chris Raggio and Dr. Donald Raggio have this day served in the above entitled action the following:

- 1) Plaintiffs' Second Supplemental Responses to Code Collective, LLC and Jed McCaleb's Fourth Set of Request for Production**

The undersigned retain the originals as custodian thereof.

This the 10<sup>th</sup> day of October, 2017.

**DR. CHRIS RAGGIO  
AND DR. DONALD RAGGIO**

s/Charles "Brad" Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

OF COUNSEL:

MITCHELL H. TYNER, SR., MSB# 8169  
CHARLES “BRAD” MARTIN, MSB# 100767  
**TYNER, GOZA, STACEY & MARTIN, LLC**  
114 West Center Street  
Canton, MS 39046  
Phone: 601-401-1111  
Fax: 601-957-6554

**CERTIFICATE OF SERVICE**

I do hereby certify that I have this day served a true and correct copy of the above and foregoing pleading via the Court's electronic filing system on the following:

Edwin S. Gault, Jr., Esq.  
Mandie B. Robinson, Esq.  
T. Peyton Smith, Esq.  
Forman Watkins & Krutz LLP  
210 East Capitol Street, Suite 2200  
Jackson, MS 39201-2375

Ethan Jacobs, Esq.  
Holland Law, LLP  
220 Montgomery Street, Suite 800  
San Francisco, California 94104

Respectfully submitted, this the 10<sup>th</sup> day of October, 2017.

s/ Charles B. Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CIVIL ACTION NO. 14-71**

**MTGOX a sole proprietorship;  
MTGOX, Inc., a Delaware corporation;  
MT.GOX KK, a Japanese corporation;  
TIBANE KK, a Japanese corporation;  
MUTUM SIGILLUM, LLC a Delaware limited Liability Company;  
CODE COLLECTIVE, LLC a New York limited liability company;  
JED McCaleb, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

---

**NOTICE OF SERVICE OF DISCOVERY RESPONSES**

---

Please take notice that Dr. Chris Raggio and Dr. Donald Raggio have this day served in the above entitled action the following:

- 1) Plaintiffs' Responses to Code Collective, LLC and Jed McCaleb's Seventh Set of Request for Production**

The undersigned retain the originals as custodian thereof.

This the 10<sup>th</sup> day of October, 2017.

**DR. CHRIS RAGGIO  
AND DR. DONALD RAGGIO**

s/Charles "Brad" Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

OF COUNSEL:

MITCHELL H. TYNER, SR., MSB# 8169  
CHARLES “BRAD” MARTIN, MSB# 100767  
**TYNER, GOZA, STACEY & MARTIN, LLC**  
114 West Center Street  
Canton, MS 39046  
Phone: 601-401-1111  
Fax: 601-957-6554

**CERTIFICATE OF SERVICE**

I do hereby certify that I have this day served a true and correct copy of the above and foregoing pleading via the Court's electronic filing system on the following:

Edwin S. Gault, Jr., Esq.  
Mandie B. Robinson, Esq.  
T. Peyton Smith, Esq.  
Forman Watkins & Krutz LLP  
210 East Capitol Street, Suite 2200  
Jackson, MS 39201-2375

Ethan Jacobs, Esq.  
Holland Law, LLP  
220 Montgomery Street, Suite 800  
San Francisco, California 94104

Respectfully submitted, this the 10<sup>th</sup> day of October, 2017.

s/ Charles B. Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CAUSE NO. 14-CV-00071-TTG**

**MTGOX, et al.**

**DEFENDANTS**

**NOTICE OF SERVICE OF DISCOVERY**

Jed McCaleb and Code Collective, LLC, by and through counsel of record, do hereby  
give notice to the Court that the following discovery was served as follows:

**JED MCCALED AND CODE COLLECTIVE, LLC'S THIRD  
SUPPLEMENT TO RESPONSES TO PLAINTIFFS DR. DONALD  
RAGGIO AND DR. CHRIS RAGGIO'S FIRST SET OF REQUEST FOR  
PRODUCTION OF DOCUMENTS**

The undersigned retains the originals of the above papers as custodian thereof.

Respectfully submitted, this the 11<sup>th</sup> day of October, 2017.

**JED MCCALED and  
CODE COLLECTIVE, LLC**

By: /s/Mandie B. Robinson  
EDWIN S. GAULT, JR. (MSB #10187)  
MANDIE B. ROBINSON (MSB #100446)  
T. PEYTON SMITH (MSB #103867)

OF COUNSEL:

FORMAN WATKINS & KRUTZ LLP  
210 East Capitol Street, Suite 2200  
Jackson, Mississippi 39201-2375  
Post Office Box 22608  
Jackson, MS 39225-2608  
Telephone: (601) 960-8600  
Facsimile: (601) 960-8613  
[win.gault@formanwatkins.com](mailto:win.gault@formanwatkins.com)  
[mandie.robinson@formanwatkins.com](mailto:mandie.robinson@formanwatkins.com)  
[peyton.smith@formanwatkins.com](mailto:peyton.smith@formanwatkins.com)

ETHAN JACOBS  
HOLLAND LAW, LLP  
220 Montgomery Street, Suite 800  
San Francisco, California 94104  
Telephone: (415) 200-4984  
[ejacobs@hollandlawllp.com](mailto:ejacobs@hollandlawllp.com)

**CERTIFICATE OF SERVICE**

I do hereby certify that I have this day served a true and correct copy of the above and foregoing pleading via the Court's electronic mail system on the following:

Mitchell H. Tyner, Sr.  
Charles Brad Martin  
TYNER, GOZA, STACEY & MARTIN, LLC  
114 West Center Street  
Canton, MS 39046  
[mtyner@tynerlawfirm.com](mailto:mtyner@tynerlawfirm.com)  
[bmartin@tynerlawfirm.com](mailto:bmartin@tynerlawfirm.com)

Respectfully submitted, this the 11<sup>th</sup> day of October, 2017.

/s/ Mandie B. Robinson  
MANDIE B. ROBINSON



PLAINTIFF/PETITIONER: DR. DONALD RAGGIO DEFENDANT/RESPONDENT: MTGOX	CASE NUMBER:  14-71
------------------------------------------------------------------------	---------------------------

**SUBPOENA FOR PRODUCTION OF BUSINESS RECORDS  
IN ACTION PENDING OUTSIDE CALIFORNIA**

Hearing Date:  
Hearing Time:  
Room:  
Dept/Div:

1. I served this *SUBPOENA FOR PRODUCTION OF BUSINESS RECORDS IN ACTION PENDING OUTSIDE CALIFORNIA* by personally delivering a copy to the person served as follows:

a. By serving: GOOGLE, INC., BY CORPORATION SERVICE  
Authorized Agent: ELDAR MORARU - PERSON AUTHORIZED TO ACCEPT SERVICE OF PROCESS

b. Address where served: 2710 Gateway Oaks Drive, Suite 150N  
Sacramento, CA 95833

c. Date of delivery: 9/22/2017

d. Time of delivery: 12:40 PM

e. Witness fees:

(1) ☒ Witness fees were paid.  
Amount:.....\$15.00

(2) ☐ Copying fees were paid..  
Amount:.....\$0.00

f. Fee for Service:.....\$ 295.00

2. I received this subpoena for service on (date): 9/8/2017

3. Person serving:

- a. ☐ Not a registered California Process Server.  
b. ☐ California sheriff or marshal.  
c. ☒ Registered California process server.  
d. ☐ Employee or independent contractor of a registered California process server.  
e. ☐ Exempt from registration under Business and Professions Code section 22350(b).  
f. ☐ Registered professional photocopier.  
g. ☐ Exempt from registration under Business and Professions Code section 22451.  
h. Name, address, and telephone number and, if applicable, county of registration and number:




JEREMY GLAZE  
County: SACRAMENTO  
Registration: 2011-65 Phone: (213) 483-4900  
Direct Legal Support, Inc.  
1541 Wilshire Blvd., Suite 550  
Los Angeles, CA 90017



I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 9/26/2017

  
JEREMY GLAZE



Direct Legal Support, Inc.

1541 Wilshire Blvd., Suite 550

Los Angeles, CA 90017

Phone: (213) 483-4900 Fax: (866) 241-0051

---

Continued from Proof of Service

**CLIENT:** TYNER LAW FIRM, P.A.

**CLIENT FILE #:**

**DATE:** September 26, 2017

**SUBJECT:** GOOGLE, INC., BY CORPORATION SERVICE

APPLICATION FOR DISCOVERY SUBPOENA IN ACTION PENDING OUTSIDE  
CALIFORNIA; SUBPOENA FOR PRODUCTION OF BUSINESS RECORDS IN ACTION  
PENDING OUTSIDE CALIFORNIA





ORIGINAL

SUBP-035

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Charles "Brad" Martin</b> <b>Tyner, Goza, Stacey &amp; Martin, LLC</b>  TELEPHONE NO.: <b>601-401-1111</b> FAX NO.: <b>601-957-6554</b> E-MAIL ADDRESS: <b>bmartin@tynerlawfirm.com</b> ATTORNEY FOR (Name): <b>Drs. Donald &amp; Chris Raggio</b>	FOR COURT USE ONLY
Court for county in which discovery is to be conducted: <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara</b> STREET ADDRESS: <b>191 N 1st</b> MAILING ADDRESS: <b>191 N 1st</b> CITY, STATE, AND ZIP CODE: <b>San Jose, CA 95113</b> BRANCH NAME:	
Court in which action is pending: <b>Name of Court: Circuit Court of 1st Judicial District Hinds County, MS</b> STREET ADDRESS: <b>407 East Pascagoula St., Jackson, MS 39205</b> MAILING ADDRESS: <b>P. O. Box 327</b> CITY, STATE, AND ZIP CODE: <b>Jackson, MS 39205</b> COUNTRY: <b>USA</b>	
PLAINTIFF/PETITIONER: <b>Dr. Donald Raggio &amp; Dr. Chris Raggio</b> DEFENDANT/RESPONDENT: <b>MTGOX, Jed McCaleb, Code Collective, et al</b>	CALIFORNIA CASE NUMBER (if any assigned by court): <b>17CV315743</b>
<b>SUBPOENA FOR PRODUCTION OF BUSINESS RECORDS IN ACTION PENDING OUTSIDE CALIFORNIA</b>	CASE NUMBER (of action pending outside California):

THE PEOPLE OF THE STATE OF CALIFORNIA, TO (name, address, and telephone number of deponent, if known):  
 Google, Inc. by Corporation Service Co., 2710 Gateway Oaks Dr, Ste 150N, Sacramento, CA 95833

1. YOU ARE ORDERED TO PRODUCE THE BUSINESS RECORDS described in item 3, as follows:

To (name of deposition officer): <b>Edwin S. Gault, Jr. Esq. of Forman Watkins &amp; Krutz, LLP</b>	
On (date): <b>October 13, 2017</b>	At (time): <b>12:00 Noon</b>
Location (address): <b>200 S. Lamar St., Ste 100, Jackson, MS</b>	
<b>Do not release the requested records to the deposition officer prior to the date and time stated above.</b>	

- a. ☒ by delivering a true, legible, and durable **copy** of the business records described in item 3, enclosed in a sealed inner wrapper with the title and number of the action, name of witness, and date of subpoena clearly written on it. The inner wrapper shall then be enclosed in an outer envelope or wrapper, sealed, and mailed to the deposition officer at the address in item 1.
- b. ☐ by delivering a true, legible, and durable **copy** of the business records described in item 3 to the deposition officer at the witness's address, on receipt of payment in cash or by check of the reasonable costs of preparing the copy, as determined under Evidence Code section 1563(b).
- c. ☐ by making the **original** business records described in item 3 available for inspection at your business address by the attorney's representative and permitting **copying** at your business address under reasonable conditions during normal business hours.
2. The records are to be produced by the date and time shown in item 1 (but not sooner than 20 days after the issuance of the deposition subpoena, or 15 days after service, whichever date is later). Reasonable costs of locating records, making them available or copying them, and postage, if any, are recoverable as set forth in Evidence Code section 1563(b). The records must be accompanied by an affidavit of the custodian or other qualified witness pursuant to Evidence Code section 1561.
3. The records to be produced are described as follows (if electronically stored information is demanded, the form or forms in which each type of information is to be produced may be specified):  
 Copies of all email, attachments, and any other electronically transmitted communication for the  
☒ Continued on Attachment 3 (use form MC-025).
4. Attorneys of record in this action or parties without attorneys are (name, address, telephone number, and name of party represented): **Plaintiffs: Charles "Brad" Martin, Tyner, Goza, Stacey & Martin, LLC, 114 West Center**

☒ Continued on Attachment 4 (use form MC-025).

Page 1 of 2



SUBP-035

PLAINTIFF/PETITIONER: Dr. Donald Raggio & Dr. Chris Raggio	CASE NUMBER (of action pending outside California):
DEFENDANT/RESPONDENT: MTGOX, Jed McCaleb, Code Collective, et al	

5. If you have been served with this subpoena as a custodian of consumer or employee records under Code of Civil Procedure section 1985.6 and a motion to quash or an objection has been served on you, a court order or agreement of the parties, witnesses, and consumer or employee affected must be obtained before you are required to produce consumer or employee records.

6. ☐ Other terms or provisions from out-of-state subpoena, if any (specify):

☐ Continued on Attachment 6 (use form MC-025).

**DISOBEDIENCE OF THIS SUBPOENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WILL ALSO BE LIABLE FOR THE SUM OF \$500 AND ALL DAMAGES RESULTING FROM YOUR FAILURE TO OBEY.**

Date issued: SEP 12 2017

Veronica Taylor  
(TYPE OR PRINT NAME)



*[Signature]*  
(SIGNATURE OF PERSON ISSUING SUBPOENA)

Legal Process Clerk  
(TITLE)

V. Taylor

**PROOF OF SERVICE OF SUBPOENA FOR  
PRODUCTION OF BUSINESS RECORDS**

1. I served this Subpoena for Production of Business Records In Action Pending Outside California by personally delivering a copy to the person served as follows:

a. Person served (name):

b. Address where served:

c. Date of delivery:

d. Time of delivery:

e. Witness fees and mileage both ways (check one):

(1) ☐ were paid. Amount: \$ \_\_\_\_\_

(2) ☐ were not paid.

(3) ☐ were tendered to the witness's public entity employer as required by Government Code section 68097.2. The amount tendered was (specify): \$ \_\_\_\_\_

f. Fee for service: \$ \_\_\_\_\_

2. I received this subpoena for service on (date):

3. ☐ I also served a completed Proof of Service of Notice to Consumer or Employee and Objection (form SUBP-025) by personally delivering a copy to the person served as described in 1 above.

4. Person serving:

a. ☐ Not a registered California process server

b. ☐ California sheriff or marshal

c. ☐ Registered California process server

d. ☐ Employee or independent contractor of a registered California process server

e. ☐ Exempt from registration under Business and Professions Code section 22350(b)

f. ☐ Registered professional photocopier

g. ☐ Exempt from registration under Business and Professions Code section 22451

h. Name, address, telephone number, and, if applicable, county of registration and number:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(For California sheriff or marshal use only)

I certify that the foregoing is true and correct.

Date:

(SIGNATURE)

(SIGNATURE)



MC-025

SHORT TITLE:

CASE NUMBER:

ATTACHMENT (Number): 3

(This Attachment may be used with any Judicial Council form.)

account of Jeb McCaleb (available email address jed2000@gmail.com) for the time period commencing January 1, 2010 and continuing through the end of December 31, 2014.

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Page 1 of 1

(Add pages as required)



MC-025

SHORT TITLE:

CASE NUMBER:

ATTACHMENT (Number): 4

(This Attachment may be used with any Judicial Council form.)

Street, Canton, MS 39046-3735. 601-401-1111

Defendant: Forman Watkins & Krute, LLP, 200 S. Lamar St., Suite 100, Jackson, MS 39201-4099.  
601-960-8600

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Page 1 of 1

(Add pages as required)



SUBP-030

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Charles "Brad" Martin, MSB#100767</b> Tyner, Goza, Stacey & Martin, LLC 114 W Center St., Canton, MS 39046-3735 TELEPHONE NO: 601-401-1111 FAX NO. (Optional): 601-957-6554 E-MAIL ADDRESS (Optional): bmartin@tynerlawfirm.com ATTORNEY FOR (Name): Dr. Donald Raggio & Dr. Chris Raggio	FOR COURT USE ONLY  <b>ENDORSED</b>  2017 SEP 12 P 1:42  CLERK OF THE COURT SUPERIOR COURT OF CA COUNTY OF SANTA CLARA BY _____ DEPUTY  <b>V. Taylor</b>
Court for county in which discovery is to be conducted: <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara</b> STREET ADDRESS: 191 N 1st St., San Jose, CA 95113 MAILING ADDRESS: 191 N 1st Street CITY AND ZIP CODE: San Jose, CA 95113 BRANCH NAME:	
Court in which action is pending: <b>Name of Court: Circuit Court of 1st Judicial District Hinds County, MS</b> STREET ADDRESS: 407 E Pascagoula St., Jackson, MS 39205 MAILING ADDRESS: P. O. Box 327 CITY, STATE, AND ZIP CODE: Jackson, MS 39205 COUNTRY: USA	
PLAINTIFF/PETITIONER: Dr. Donald Raggio & Dr. Chris Raggio  DEFENDANT/RESPONDENT: MTGOX, Jed McCaleb, Code Collective, et al	CALIFORNIA CASE NUMBER (if any assigned by court)  <b>17CV315743</b>
<b>APPLICATION FOR DISCOVERY SUBPOENA IN ACTION PENDING OUTSIDE CALIFORNIA</b>	CASE NUMBER (of action pending outside California):

1. Applicant (name): Dr Donald Raggio & Dr Chris Raggio is (check one):  
☒ Plaintiff ☐ Petitioner ☐ Defendant ☐ Respondent ☐ Other (specify):  
 in the above action.
2. Applicant requests that this court issue a subpoena for discovery under Code of Civil Procedure sections 2029.100 – 2029.900 to (name and address of deponent or person in control of property):  
Google, Inc. by service on Corporation Services Co., 2710 Gateway Oaks Dr., Suite 150N, Sacramento, CA 95833
3. Attached is (check one): ☐ the original ☒ a true and correct copy of the document from the court in which the action is pending that requires the person in 2 to (check all that apply):  
 a. ☐ attend and give testimony at a deposition;  
 b. ☒ produce and permit inspection and copying of designated materials, information, or tangible things in the possession, custody, or control of the deponent;  
 c. ☐ permit the inspection of premises under the control of the deponent.
4. Applicant submits with this application a proposed subpoena that includes terms identical to those in the document from the out-of-state court. (Code of Civil Procedure section 2029.300(d).)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 9/6/2017

Charles Bradford Martin

(TYPE OR PRINT NAME)

Charles B. Martin  
 (SIGNATURE OF ATTORNEY OR PARTY WITHOUT ATTORNEY)

**Note:** This application must be accompanied by the fee specified in Government Code section 70626. A discovery subpoena must be personally served on the deponent in compliance with California law, including Code of Civil Procedure section 1985.



**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CIVIL ACTION NO. 14-71**

**MTGOX a sole proprietorship;  
MTGOX, Inc., a Delaware corporation;  
MT.GOX KK, a Japanese corporation;  
TIBANE KK, a Japanese corporation;  
MUTUM SIGILLUM, LLC a Delaware limited Liability Company;  
CODE COLLECTIVE, LLC a New York limited liability company;  
JED McCaleb, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

---

**ORDER OF LETTERS ROGATORY**

THE PEOPLE OF THE STATE OF MISSISSIPPI, TO:

Superior Court of California  
Administration  
County of Santa Clara  
191 North First Street, San José, CA 95113

It is necessary that a Subpoena Duces Tecum be issued by the appropriate judicial authority in the Superior Court of California, County of Santa Clara. Please issue a Subpoena Duces Tecum to Google, Inc., by service upon Corporation Service Company, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833, ordering said custodian of records to produce to wit:


Copies of all emails, attachments, and any other electronically transmitted communication for the account of Jeb McCaleb (available email address jed2000@gmail.com) for the time period commencing January 1, 2010 and continuing through the end of December 31, 2014.



Said documents requested and produced shall be delivered SEALED to the attorneys for the Defendants at the following address:

Edwin S. Gault, Jr. Esq  
Forman Watkins & Krutz LLP  
200 South Lamar Street, Suite 100  
Jackson, Mississippi 39201-4099

SO ORDERED this the 25<sup>th</sup> day of July ~~May~~ 2017

  
HONORABLE TOMIE GREEN  
SENIOR CIRCUIT COURT JUDGE

Prepared by:  
s/ Charles B. Martin  
CHARLES "BRAD" MARTIN, MSB# 100767  
TYNER, GOZA, STACEY & MARTIN, LLC  
114 West Center Street  
Canton, MS 39046  
Phone: 601-401-1111  
Fax: 601-957-6554



**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CIVIL ACTION NO. 14-71**

**MTGOX a sole proprietorship;  
MTGOX, Inc., a Delaware corporation;  
MT.GOX KK, a Japanese corporation;  
TIBANE KK, a Japanese corporation;  
MUTUM SIGILLUM, LLC a Delaware limited Liability Company;  
CODE COLLECTIVE, LLC a New York limited liability company;  
JED McCALEB, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

---

**LETTER ROGATORY**

**THE APPROPRIATE AUTHORITY IN THE CIRCUIT COURT OF THE FIRST JUDICIAL  
DISTRICT HINDS COUNTY, MISSISSIPPI**

**GREETINGS  
FROM THE PEOPLE OF THE STATE OF MISSISSIPPI**

In the Circuit Court of the First Judicial District, Hinds County, Mississippi there is pending a certain action entitled Dr. Donald Raggio et al. vs. MTGOX, et al., which is numbered and styled as shown above. The parties to the action are Plaintiffs Dr. Donald Raggio and Dr. Chris Raggio and Defendant Jed McCaleb. In connection with that action, Plaintiffs, Dr. Donald Raggio and Dr. Chris Raggio, desire to obtain certain vital and necessary records from Google, Inc., by service upon Corporation Service Company, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833.




It is therefore requested that you assist this Court in serving the interest of justice by issuing a Subpoena Duces Tecum to Google, Inc., by service upon Corporation Service Company, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833, commanding said custodian of records to produce a copy of the following:

Copies of all emails, attachments, and any other electronically transmitted communication for the account of Jeb McCaleb (available email address jed2000@gmail.com) for the time period commencing January 1, 2010 and continuing through the end of December 31, 2014.

Said documents requested and produced shall be delivered SEALED to the attorneys for the Defendants at the following address:

Edwin S. Gault, Jr. Esq  
Forman Watkins & Krutz LLP  
200 South Lamar Street, Suite 100  
Jackson, Mississippi 39201-4099

ORDERED this the 25<sup>th</sup> day of July, 2017

  
HONORABLE TOMIE GREEN  
SENIOR CIRCUIT COURT JUDGE

Prepared by:  
s/ Charles B. Martin  
CHARLES "BRAD" MARTIN, MSB# 100767  
**TYNER, GOZA, STACEY & MARTIN, LLC**  
114 West Center Street  
Canton, MS 39046  
Phone: 601-401-1111  
Fax: 601-957-6554

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CIVIL ACTION NO. 14-71**

**MTGOX a sole proprietorship;  
MTGOX, Inc., a Delaware corporation;  
MT.GOX KK, a Japanese corporation;  
TIBANE KK, a Japanese corporation;  
MUTUM SIGILLUM, LLC a Delaware limited Liability Company;  
CODE COLLECTIVE, LLC a New York limited liability company;  
JED McCALEB, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

---

**NOTICE OF SERVICE OF DISCOVERY RESPONSES**

---

Please take notice that Dr. Chris Raggio and Dr. Donald Raggio have this day served in the above entitled action the following:

- 1) Plaintiffs' First Supplemental Responses to Code Collective, LLC and Jed McCaleb's Second Set of Request for Production**

The undersigned retain the originals as custodian thereof.

This the 16<sup>th</sup> day of October, 2017.

**DR. CHRIS RAGGIO  
AND DR. DONALD RAGGIO**

s/Charles "Brad" Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

OF COUNSEL:

MITCHELL H. TYNER, SR., MSB# 8169  
CHARLES “BRAD” MARTIN, MSB# 100767  
**TYNER, GOZA, STACEY & MARTIN, LLC**  
114 West Center Street  
Canton, MS 39046  
Phone: 601-401-1111  
Fax: 601-957-6554

**CERTIFICATE OF SERVICE**

I do hereby certify that I have this day served a true and correct copy of the above and foregoing pleading via the Court's electronic filing system on the following:

Edwin S. Gault, Jr., Esq.  
Mandie B. Robinson, Esq.  
T. Peyton Smith, Esq.  
Forman Watkins & Krutz LLP  
210 East Capitol Street, Suite 2200  
Jackson, MS 39201-2375

Ethan Jacobs, Esq.  
Holland Law, LLP  
220 Montgomery Street, Suite 800  
San Francisco, California 94104

Respectfully submitted, this the 16<sup>th</sup> day of October, 2017.

s/ Charles B. Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CIVIL ACTION NO. 14-71**

**MTGOX a sole proprietorship;  
MTGOX, Inc., a Delaware corporation;  
MT.GOX KK, a Japanese corporation;  
TIBANE KK, a Japanese corporation;  
MUTUM SIGILLUM, LLC a Delaware limited Liability Company;  
CODE COLLECTIVE, LLC a New York limited liability company;  
JED McCaleb, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

---

**NOTICE OF SERVICE OF DISCOVERY RESPONSES**

---

Please take notice that Dr. Chris Raggio and Dr. Donald Raggio have this day served in the above entitled action the following:

**1) Plaintiffs' First Supplemental Responses to Code Collective, LLC and Jed McCaleb's Fourth Set of Interrogatories.**

The undersigned retain the originals as custodian thereof.

This the 17<sup>th</sup> day of October, 2017.

**DR. CHRIS RAGGIO  
AND DR. DONALD RAGGIO**

s/Charles "Brad" Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

OF COUNSEL:

MITCHELL H. TYNER, SR., MSB# 8169

CHARLES "BRAD" MARTIN, MSB# 100767

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Ethan Jacobs, Esq.  
Holland Law, LLP  
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San Francisco, California 94104

Respectfully submitted, this the 17<sup>th</sup> day of October, 2017.

s/ Charles B. Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CIVIL ACTION NO. 14-71**

**MTGOX a sole proprietorship;  
MTGOX, Inc., a Delaware corporation;  
MT.GOX KK, a Japanese corporation;  
TIBANE KK, a Japanese corporation;  
MUTUM SIGILLUM, LLC a Delaware limited Liability Company;  
CODE COLLECTIVE, LLC a New York limited liability company;  
JED McCaleb, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

---

**NOTICE OF SERVICE OF DISCOVERY RESPONSES**

---

Please take notice that Doctors Chris and Donald Raggio have this day served in the above entitled action the following:

- 1) Plaintiffs Chris and Donald Raggios' Third Supplemental Responses to Code Collective, LLC and Jed McCaleb's First Set of Request for Production**

The undersigned retain the originals as custodian thereof.

This the 17<sup>th</sup> day of October, 2017.

**DR. DONALD AND CHRIS RAGGIO**

s/Charles "Brad" Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

OF COUNSEL:  
MITCHELL H. TYNER, SR., MSB# 8169

CHARLES "BRAD" MARTIN, MSB# 100767  
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Jackson, MS 39201-2375

Ethan Jacobs, Esq.  
Holland Law, LLP  
220 Montgomery Street, Suite 800  
San Francisco, California 94104

Respectfully submitted, this the 17<sup>th</sup> day of October, 2017.

s/ Charles B. Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CIVIL ACTION NO. 14-71**

**MTGOX a sole proprietorship;  
MTGOX, Inc., a Delaware corporation;  
MT.GOX KK, a Japanese corporation;  
TIBANE KK, a Japanese corporation;  
MUTUM SIGILLUM, LLC a Delaware limited Liability Company;  
CODE COLLECTIVE, LLC a New York limited liability company;  
JED McCALEB, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

---

**NOTICE OF SERVICE OF DISCOVERY RESPONSES**

---

Please take notice that Doctors Chris and Donald Raggio have this day served in the above entitled action the following:

- 1) Plaintiffs Chris and Donald Raggios' Fourth Supplemental Responses to Code Collective, LLC and Jed McCaleb's Third Set of Request for Production**

The undersigned retain the originals as custodian thereof.

This the 17<sup>th</sup> day of October, 2017.

**DOCTORS DONALD AND CHRIS RAGGIO**

s/Charles "Brad" Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

OF COUNSEL:

MITCHELL H. TYNER, SR., MSB# 8169  
CHARLES “BRAD” MARTIN, MSB# 100767  
**TYNER, GOZA, STACEY & MARTIN, LLC**  
114 West Center Street  
Canton, MS 39046  
Phone: 601-401-1111  
Fax: 601-957-6554

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Forman Watkins & Krutz LLP  
210 East Capitol Street, Suite 2200  
Jackson, MS 39201-2375

Ethan Jacobs, Esq.  
Holland Law, LLP  
220 Montgomery Street, Suite 800  
San Francisco, California 94104

Respectfully submitted, this the 17<sup>th</sup> day of October, 2017.

s/ Charles B. Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CIVIL ACTION NO. 14-71**

**MTGOX a sole proprietorship;  
MTGOX, Inc., a Delaware corporation;  
MT.GOX KK, a Japanese corporation;  
TIBANE KK, a Japanese corporation;  
MUTUM SIGILLUM, LLC a Delaware limited Liability Company;  
CODE COLLECTIVE, LLC a New York limited liability company;  
JED McCALEB, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

---

**NOTICE OF SERVICE OF DISCOVERY RESPONSES**

---

Please take notice that Dr. Chris Raggio and Dr. Donald Raggio have this day served in the above entitled action the following:

- 1) Plaintiffs' First Supplemental Responses to Code Collective, LLC and Jed McCaleb's Seventh Set of Request for Production**

The undersigned retain the originals as custodian thereof.

This the 17<sup>th</sup> day of October, 2017.

**DR. CHRIS RAGGIO  
AND DR. DONALD RAGGIO**

s/Charles "Brad" Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

OF COUNSEL:



MITCHELL H. TYNER, SR., MSB# 8169  
CHARLES “BRAD” MARTIN, MSB# 100767  
**TYNER, GOZA, STACEY & MARTIN, LLC**  
114 West Center Street  
Canton, MS 39046  
Phone: 601-401-1111  
Fax: 601-957-6554

**CERTIFICATE OF SERVICE**

I do hereby certify that I have this day served a true and correct copy of the above and foregoing pleading via the Court's electronic filing system on the following:

Edwin S. Gault, Jr., Esq.  
Mandie B. Robinson, Esq.  
T. Peyton Smith, Esq.  
Forman Watkins & Krutz LLP  
210 East Capitol Street, Suite 2200  
Jackson, MS 39201-2375

Ethan Jacobs, Esq.  
Holland Law, LLP  
220 Montgomery Street, Suite 800  
San Francisco, California 94104

Respectfully submitted, this the 17<sup>th</sup> day of October, 2017.

s/ Charles B. Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CIVIL ACTION NO. 14-71**

**MTGOX a sole proprietorship;  
MTGOX, Inc., a Delaware corporation;  
MT.GOX KK, a Japanese corporation;  
TIBANE KK, a Japanese corporation;  
MUTUM SIGILLUM, LLC a Delaware limited Liability Company;  
CODE COLLECTIVE, LLC a New York limited liability company;  
JED McCALEB, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

---

**NOTICE OF SERVICE OF DISCOVERY**

---

Please take notice that the Plaintiffs have this day served in the above entitled action the following:

- 1) Plaintiffs Dr. Donald Raggio and Dr. Chris Raggio's Eighth Set of Request for Admissions to Defendant Jeb McCaleb**

The undersigned retain the originals as custodian thereof.

This the 24<sup>th</sup> day of October, 2017.

**DR. DONALD RAGGIO AND  
DR. CHRIS RAGGIO**

s/Charles "Brad" Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

OF COUNSEL:

MITCHELL H. TYNER, SR., MSB# 8169  
CHARLES “BRAD” MARTIN, MSB# 100767  
**TYNER, GOZA, STACEY & MARTIN, LLC**  
114 West Center Street  
Canton, MS 39046  
Phone: 601-401-1111  
Fax: 601-957-6554

**CERTIFICATE OF SERVICE**

I do hereby certify that I have this day served a true and correct copy of the above and foregoing pleading via the Court's electronic filing system on the following:

Edwin S. Gault, Jr., Esq.  
Mandie B. Robinson, Esq.  
Forman Watkins & Krutz LLP  
210 East Capitol Street, Suite 2200  
Jackson, MS 39201-2375

Ethan Jacobs, Esq.  
Holland Law, LLP  
220 Montgomery Street, Suite 800  
San Francisco, California 94104

Respectfully submitted, this the 24<sup>th</sup> day of October, 2017.

s/ Charles B. Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CAUSE NO. 14-CV-00071-TTG**

**MTGOX, et al.**

**DEFENDANTS**

**NOTICE OF SERVICE OF DISCOVERY**

Jed McCaleb, by and through counsel of record, does hereby give notice to the Court that the following discovery was served as follows:

**JED MCCALED'S RESPONSES TO PLAINTIFFS'  
SEVENTH SET OF REQUESTS FOR ADMISSION**

The undersigned retains the originals of the above papers as custodian thereof.

Respectfully submitted, this the 24<sup>th</sup> day of October, 2017.

**JED MCCALED**

By: /s/Mandie B. Robinson  
EDWIN S. GAULT, JR. (MSB #10187)  
MANDIE B. ROBINSON (MSB #100446)  
T. PEYTON SMITH (MSB #103867)

**OF COUNSEL:**

FORMAN WATKINS & KRUTZ LLP  
210 East Capitol Street, Suite 2200  
Jackson, Mississippi 39201-2375  
Post Office Box 22608  
Jackson, MS 39225-2608  
Telephone: (601) 960-8600  
Facsimile: (601) 960-8613  
[win.gault@formanwatkins.com](mailto:win.gault@formanwatkins.com)  
[mandie.robinson@formanwatkins.com](mailto:mandie.robinson@formanwatkins.com)  
[peyton.smith@formanwatkins.com](mailto:peyton.smith@formanwatkins.com)

ETHAN JACOBS  
HOLLAND LAW, LLP  
220 Montgomery Street, Suite 800  
San Francisco, California 94104  
Telephone: (415) 200-4984  
[ejacobs@hollandlawllp.com](mailto:ejacobs@hollandlawllp.com)

**CERTIFICATE OF SERVICE**

I do hereby certify that I have this day served a true and correct copy of the above and foregoing pleading via the Court's electronic mail system on the following:

Mitchell H. Tyner, Sr.  
Charles Brad Martin  
TYNER, GOZA, STACEY & MARTIN, LLC  
114 West Center Street  
Canton, MS 39046  
[mtyner@tynerlawfirm.com](mailto:mtyner@tynerlawfirm.com)  
[bmartin@tynerlawfirm.com](mailto:bmartin@tynerlawfirm.com)

Respectfully submitted, this the 24<sup>th</sup> day of October, 2017.

/s/ Mandie B. Robinson  
MANDIE B. ROBINSON



IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI

DR. DONALD RAGGIO  
DR. CHRIS RAGGIO

PLAINTIFFS

VS.

CIVIL ACTION NO. 14-71

MTGOX a sole proprietorship;  
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MT.GOX KK, a Japanese corporation;  
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CODE COLLECTIVE, LLC a New York limited liability company;  
JED McCaleb, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5

DEFENDANTS

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**AGREED ORDER REGARDING PRODUCTION OF DOCUMENTS**

THIS CAUSE has come before the Court on the request of the parties for the entry of this Agreed Order regarding Google LLC's ("Google") production of certain communications pursuant to the conditions in the Court's Order Regarding Defendants Motion to Quash and For Protective Order (Document No. 91), and finding good cause exists for the requested relief, the Court finds and orders as follows:

1. Jed McCaleb is the registered account holder and sole authorized user of a Gmail account with the address [jed2000@gmail.com](mailto:jed2000@gmail.com) ("Google Account").
2. Jed McCaleb consents to Google delivering and divulging the contents of his respective Gmail account as described further below. The Court finds that this consent is sufficient pursuant to the Stored Communications Act 18 U.S.C. § 2701 *et seq.*

3. On or before Nov. 23, 2017<sup>JK</sup>, counsel for Jed McCaleb will email to the user (jed2000@gmail.com) a copy of this Order.

4. On or before Nov. 28, 2017<sup>JK</sup>, Jed McCaleb shall send an email message from the user's Gmail account listed above to google-legal-support@google.com with this Order attached ("Consent Email"). The Consent Email shall state that the user consents to Google's disclosure of the communications dated between January 1, 2010 and December 31, 2014 GMT/UC associated with the Google Account, were recently deleted from the Google Account, or were preserved pursuant to the request in this matter (the "Documents").

5. The Consent Email shall further state that the user consents to Google delivering the Documents to Edwin S. Gault, Jr., Esq., Forman Watkins & Krutz LLP, 210 East Capitol Street, Suite 2200, Jackson, MS 39201-2375.

6. Within ten (10) days of the receipt of the Consent Email, Google shall write or otherwise record the Documents, to the extent any exist and are reasonably available, on a separate compact Disc (CD) or other fixed medium and mail via overnight courier to:

Edwin S. Gault, Jr., Esq.  
Forman Watkins & Krutz LLP  
210 East Capitol Street, Suite 2200  
Jackson, MS 39201-2375

7. Google's production, as outlined above, will complete Google's discovery obligation in this matter.

SO ORDERED this the 16<sup>th</sup> day of November, 2017.

  
CIRCUIT COURT JUDGE

APPROVED AND AGREED:

s/Charles B. Martin

CHARLES "BRAD" MARTIN, MSB# 100767  
TYNER, GOZA, STACEY & MARTIN, LLC  
114 West Center Street  
Canton, MS 39046  
Phone: 601-401-1111  
Fax: 601-957-6554

*Counsel for Plaintiffs*

s/Mandie B. Robinson

Mandie B. Robinson, MSB# 100446  
Edwin S. Gault, Jr., MSB# 10187  
T. Peyton Smith, MSB# 103867  
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win.gault@formanwatkins.com  
mandie.robinson@formanwatkins.com  
peyton.smith@formanwatkins.com

*Counsel for Jed McCaleb and Code Collective, LLC*

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CAUSE NO. 14-CV-00071-TTG**

**MTGOX, et al.**

**DEFENDANTS**

**NOTICE OF HEARING**

Please take notice that pursuant to the Court's instructions, Defendants Jed McCaleb and Code Collective, LLC, will bring on for hearing their Motion for Status Conference before the Honorable Judge Tomie T. Green, Hinds County Court Judge, Hinds County Courthouse, 407 E. Pascagoula Street, Jackson, MS 39201, on December 19, 2017 at 1:00 p.m.

Respectfully submitted, this the 16th day of November, 2017.

**CODE COLLECTIVE, LLC, and  
JED McCALEB, individually and formerly  
doing business as MTGOX, a sole proprietorship**

By: /s/ Edwin S. Gault, Jr.  
EDWIN S. GAULT, JR., MSB #10187  
MANDIE B. ROBINSON, MSB #100446  
T. PEYTON SMITH, MSB #103867

OF COUNSEL:

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210 East Capitol Street, Ste. 2200  
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[mandie.robinson@formanwatkins.com](mailto:mandie.robinson@formanwatkins.com)  
[peyton.smith@formanwatkins.com](mailto:peyton.smith@formanwatkins.com)

ETHAN JACOBS  
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220 Montgomery Street, Suite 800  
San Francisco, California 94104  
Telephone: (415) 200-4984  
[ejacobs@hollandlawllp.com](mailto:ejacobs@hollandlawllp.com)

**CERTIFICATE OF SERVICE**

I do hereby certify that I have this day served a true and correct copy of the above and foregoing pleading via the Court's electronic mail system on the following:

Mitchell H. Tyner, Sr.  
Charles Brad Martin  
TYNER, GOZA, STACEY & MARTIN, LLC  
114 West Center Street  
Canton, MS 39046  
[mtyner@tynerlawfirm.com](mailto:mtyner@tynerlawfirm.com)  
[bmartin@tynerlawfirm.com](mailto:bmartin@tynerlawfirm.com)

Respectfully submitted, this the 16<sup>th</sup> day of November, 2017.

/s/ Edwin S. Gault, Jr.  
EDWIN S. GAULT, JR.

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI

DR. DONALD RAGGIO  
DR. CHRIS RAGGIO

PLAINTIFFS

VS.

CAUSE NO. 14-CV-00071-TTG

MTGOX, et al.

DEFENDANTS

**ORDER**

This matter has come before the Court on the Defendants' Motion for Summary Judgment based on the Statute of Limitations (Document No. 29), and the Court having considered the briefing and oral argument of the parties, finds the Motion should be

*denied, inasmuch as there are genuine issues of fact for jury determination.*

IT IS THEREFORE ORDERED, that the Defendants' Motion for Summary Judgment based on the Statute of Limitations is *hereby DENIED.* *gc*

SO ORDERED, this, the *16<sup>th</sup>* day of November, 2017.

  
CIRCUIT COURT JUDGE

PREPARED BY:

EDWIN S. GAULT, JR., MSB #10187  
MANDIE B. ROBINSON, MSB #100446  
T. PEYTON SMITH (MSB #103867)  
FORMAN WATKINS & KRUTZ LLP  
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*Attorneys for Jed McCaleb and Code Collective, LLC*



**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CAUSE NO. 14-CV-00071-TTG**

**MTGOX, et al.**

**DEFENDANTS**

**NOTICE OF SERVICE OF DISCOVERY**

Jed McCaleb, by and through counsel of record, does hereby give notice to the Court that the following discovery was served as follows:

**JED MCCALED'S RESPONSES TO PLAINTIFFS'  
EIGHTH SET OF REQUESTS FOR ADMISSION**

The undersigned retains the originals of the above papers as custodian thereof.

Respectfully submitted, this the 20<sup>th</sup> day of November, 2017.

**JED MCCALED**

By: /s/Mandie B. Robinson  
EDWIN S. GAULT, JR. (MSB #10187)  
MANDIE B. ROBINSON (MSB #100446)  
T. PEYTON SMITH (MSB #103867)

**OF COUNSEL:**

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[peyton.smith@formanwatkins.com](mailto:peyton.smith@formanwatkins.com)

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Mitchell H. Tyner, Sr.  
Charles Brad Martin  
TYNER, GOZA, STACEY & MARTIN, LLC  
114 West Center Street  
Canton, MS 39046  
[mtyner@tynerlawfirm.com](mailto:mtyner@tynerlawfirm.com)  
[bmartin@tynerlawfirm.com](mailto:bmartin@tynerlawfirm.com)

Respectfully submitted, this the 20<sup>th</sup> day of November, 2017.

/s/ Mandie B. Robinson  
MANDIE B. ROBINSON

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CIVIL ACTION NO. 14-71**

**MTGOX a sole proprietorship;  
MTGOX, Inc., a Delaware corporation;  
MT.GOX KK, a Japanese corporation;  
TIBANE KK, a Japanese corporation;  
MUTUM SIGILLUM, LLC a Delaware limited Liability Company;  
CODE COLLECTIVE, LLC a New York limited liability company;  
JED McCALEB, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

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**NOTICE OF SERVICE OF DISCOVERY**

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Please take notice that the Plaintiffs have this day served in the above entitled action the following:

- 1) Plaintiffs Dr. Donald Raggio and Dr. Chris Raggio's Ninth Set of Request for Admissions to Defendant Jed McCaleb**

The undersigned retain the originals as custodian thereof.

This the 30<sup>th</sup> day of November, 2017.

**DR. DONALD RAGGIO AND  
DR. CHRIS RAGGIO**

s/Charles "Brad" Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

OF COUNSEL:

MITCHELL H. TYNER, SR., MSB# 8169  
CHARLES “BRAD” MARTIN, MSB# 100767  
**TYNER, GOZA, STACEY & MARTIN, LLC**  
114 West Center Street  
Canton, MS 39046  
Phone: 601-401-1111  
Fax: 601-957-6554

**CERTIFICATE OF SERVICE**

I do hereby certify that I have this day served a true and correct copy of the above and foregoing pleading via the Court's electronic filing system on the following:

Edwin S. Gault, Jr., Esq.  
Mandie B. Robinson, Esq.  
Forman Watkins & Krutz LLP  
210 East Capitol Street, Suite 2200  
Jackson, MS 39201-2375

Ethan Jacobs, Esq.  
Holland Law, LLP  
220 Montgomery Street, Suite 800  
San Francisco, California 94104

Respectfully submitted, this the 30<sup>th</sup> day of November, 2017.

s/ Charles B. Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CAUSE NO. 14-CV-00071-TTG**

**MTGOX, et al.**

**DEFENDANTS**

**MOTION TO STAY PENDING DISPOSITION OF APPEAL**

Jed McCaleb and Code Collective, LLC (collectively “McCaleb”), in the interest of judicial economy and to avoid unnecessary burden, hereby file this Motion to Stay Pending Disposition of Appeal pursuant to Miss. R. Civ. Pro. 62(d) and Miss. R. App. Pro. 8(b).

1. This Court entered an Order on November 17, 2017, denying McCaleb’s Motion for Summary Judgment Based on the Statute of Limitations. *See* Document #181.

2. On December 7, 2017, McCaleb filed a Petition for Permission to Appeal Interlocutory Order with the Mississippi Supreme Court. A copy of the Petition was served upon this Court as provided in Rule 5(a) of the Mississippi Rules of Appellate Procedure.

3. Rule 62(d) of the Mississippi Rules of Civil Procedure allows a stay in the trial court when an interlocutory order is the subject of an appellate review. Rule 8(b) of the Mississippi Rules of Appellate Procedure further notes a party should first move for such a stay in the trial court.

McCaleb and Code Collective, LLC hereby move the Court for a stay pending a final ruling resolving the appeal of the interlocutory order denying summary judgment. McCaleb prays for such other relief as this Court deems proper under the circumstances.

Respectfully submitted, this the 11<sup>th</sup> day of December, 2017.

**CODE COLLECTIVE, LLC, and  
JED McCALEB, individually and formerly  
doing business as MTGOX, a sole proprietorship**

By: /s/ Edwin S. Gault, Jr.  
EDWIN S. GAULT, JR. (MSB #10187)  
MANDIE B. ROBINSON (MSB #100446)  
T. PEYTON SMITH (MSB #103867)

OF COUNSEL:

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[peyton.smith@formanwatkins.com](mailto:peyton.smith@formanwatkins.com)

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I hereby certify that I served a true and correct copy of the foregoing document via the Court's electronic filing system to the following counsel of record:

Mitchell H. Tyner, Sr.  
Charles "Brad" Martin  
Tyner, Goza, Stacey, & Martin, LLC  
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Canton, MS 39046  
[mtyner@tynerlawfirm.com](mailto:mtyner@tynerlawfirm.com)  
[bmartin@tynerlawfirm.com](mailto:bmartin@tynerlawfirm.com)

*Attorneys for Plaintiffs*

THIS, the 11<sup>th</sup> day of December, 2017.

/s/ Edwin S. Gault, Jr.  
EDWIN S. GAULT, JR.

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CIVIL ACTION NO. 14-71**

**MTGOX a sole proprietorship;  
MTGOX, Inc., a Delaware corporation;  
MT.GOX KK, a Japanese corporation;  
TIBANE KK, a Japanese corporation;  
MUTUM SIGILLUM, LLC a Delaware limited Liability Company;  
CODE COLLECTIVE, LLC a New York limited liability company;  
JED McCALEB, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

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**NOTICE OF FILING**

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COME NOW the Plaintiffs, by and through the undersigned counsel, and file this Notice of Filing in order to add material to the record. Attached hereto is Exhibit "A" consisting of documents Bates Stamped SRC 14138-14196.

This the 12<sup>th</sup> day of December, 2017.

**DR. DONALD RAGGIO AND  
DR. CHRIS RAGGIO**

s/Charles "Brad" Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

OF COUNSEL:  
MITCHELL H. TYNER, SR., MSB# 8169  
CHARLES "BRAD" MARTIN, MSB# 100767  
**TYNER, GOZA, STACEY & MARTIN, LLC**  
114 West Center Street

Canton, MS 39046  
Phone: 601-401-1111  
Fax: 601-957-6554

**CERTIFICATE OF SERVICE**

I do hereby certify that I have this day served a true and correct copy of the above and foregoing pleading via the Court's electronic filing system on the following:

Edwin S. Gault, Jr., Esq.  
Mandie B. Robinson, Esq.  
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210 East Capitol Street, Suite 2200  
Jackson, MS 39201-2375

Ethan Jacobs, Esq.  
Holland Law, LLP  
220 Montgomery Street, Suite 800  
San Francisco, California 94104

Respectfully submitted, this the 12<sup>th</sup> day of December, 2017.

s/ Charles B. Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

[Fri Dec 17 23:31:57 2010] **mtgox:** <REDACTED>  
[Fri Dec 17 23:32:36 2010] **mtgox:** <REDACTED>  
[Fri Dec 17 23:36:41 2010] **Mark Karpelès:** ok  
[Fri Dec 17 23:36:43 2010] **Mark Karpelès:** let's check that  
[Fri Dec 17 23:38:10 2010] **Mark Karpelès:** Subject: C=FI, ST=Berkshire, L=Newbury, O=1000034728, CN=1000034728  
[Fri Dec 17 23:38:17 2010] **Mark Karpelès:** sha1WithRSAEncryption  
[Fri Dec 17 23:38:25 2010] **Mark Karpelès:** looks ok  
[Sat Dec 18 21:41:20 2010] **mtgox:** hey  
[Sat Dec 18 21:42:29 2010] **Mark Karpelès:** hi  
[Sat Dec 18 21:42:34 2010] **Mark Karpelès:** I guess you got my mail  
[Sat Dec 18 21:44:17 2010] **mtgox:** yeah  
[Sat Dec 18 21:44:50 2010] **mtgox:** weird I just tried the getCert again but I left the transfer key as "some key"  
[Sat Dec 18 21:45:00 2010] **mtgox:** and it gave me the OK response  
[Sat Dec 18 21:45:15 2010] **Mark Karpelès:** it should have included something too  
[Sat Dec 18 21:45:39 2010] **Mark Karpelès:** <opc:ApplicationResponse>PD94bWwgdmVyc2...  
[Sat Dec 18 21:45:40 2010] **Mark Karpelès:** that  
[Sat Dec 18 21:45:51 2010] **mtgox:** <env:Envelope xmlns:env="http://schemas.xmlsoap.org/soap/envelope/"><env:Header/><env:Body><opc:getCertificateout xmlns:opc="http://mlp.op.fi/OPCertificateService"><opc:ResponseHeader><opc:SenderId>1000034728</opc:SenderId><opc:RequestId>dOykDg</opc:RequestId><opc:Timestamp>2010-12-18T14:42:28.815+02:00</opc:Timestamp><opc:ResponseCode>00</opc:ResponseCode><opc:ResponseText>OK.</opc:ResponseText></opc:ResponseHeader><opc:ApplicationResponse>PD94bWwgdmVyc2lvbj0iMS4wLjIiBmNvZGluc20iVVRGLTgiPz48eGQ6Q2VydeFwcGxpY2F0aW9uUmVzcG9uc2UgeG1sbnM6eGQ9Imh0dHA6Ly9vcC5maS9tbHAvG1sZGF0YS8iPjx4ZDpDdXN0b21lcklkPjEwI</opc:ApplicationResponse></env:Body></env:Envelope>  
[Sat Dec 18 21:46:01 2010] **Mark Karpelès:** wow  
[Sat Dec 18 21:46:08 2010] **mtgox:** that is the response  
[Sat Dec 18 21:46:13 2010] **Mark Karpelès:** ya  
[Sat Dec 18 21:46:17 2010] **Mark Karpelès:** this big chunk of base64  
[Sat Dec 18 21:46:19 2010] **Mark Karpelès:** \*copy\*  
[Sat Dec 18 21:47:19 2010] **mtgox:** maybe it is in there. the first part is just an echo of my key though  
[Sat Dec 18 21:48:46 2010] **Mark Karpelès:** it's going to be a pain and half  
[Sat Dec 18 21:49:10 2010] **Mark Karpelès:** this is not DER  
[Sat Dec 18 21:49:23 2010] **Mark Karpelès:** arg  
[Sat Dec 18 21:49:28 2010] **Mark Karpelès:** skype didn't fully copy  
[Sat Dec 18 21:49:43 2010] **mtgox:** you can get it yourself if you run that getCert.php  
[Sat Dec 18 21:49:55 2010] **mtgox:** I ran the exact one I sent  
[Sat Dec 18 21:50:38 2010] **Mark Karpelès:** ok  
[Sat Dec 18 21:50:43 2010] **Mark Karpelès:** found the thing  
[Sat Dec 18 21:51:01 2010] **Mark Karpelès:** [21:49:43] mtgox: you can get it yourself if you run that getCert.php <- nah I can't without the secret 16 digits code, and I'd like to avoid having it :p  
[Sat Dec 18 21:51:27 2010] **Mark Karpelès:** ok, this should be the thing  
[Sat Dec 18 21:51:28 2010] **Mark Karpelès:** \*copy\*  
[Sat Dec 18 21:52:07 2010] **Mark Karpelès:** Certificate:  
Data:  
Version: 3 (0x2)  
Serial Number: 148975779 (0x8e130a3)  
Signature Algorithm: sha1WithRSAEncryption  
Issuer: C=FI, O=OP-Pohjola Group, OU=OP-Keskus osk, CN=CA for WS  
Validity  
Not Before: Jan 11 11:58:57 2010 GMT  
Not After : Jan 11 12:28:57 2012 GMT  
Subject: C=FI, O=OP-Pohjola Group, OU=OP-Keskus osk, CN=Application for WS  
[Sat Dec 18 21:52:12 2010] **Mark Karpelès:** that's better!  
[Sat Dec 18 21:52:29 2010] **mtgox:** ok cool  
[Sat Dec 18 21:52:35 2010] **Mark Karpelès:** that was hidden in the base64 blob  
[Sat Dec 18 21:56:16 2010] **Mark Karpelès:** mh  
[Sat Dec 18 21:59:07 2010] **Mark Karpelès:** this certificate's private key do not match the private key you sent me  
[Sat Dec 18 22:00:16 2010] **Mark Karpelès:** weird  
[Sat Dec 18 22:00:54 2010] **Mark Karpelès:** ok  
[Sat Dec 18 22:00:57 2010] **Mark Karpelès:** it's the intermediate  
[Sat Dec 18 22:02:01 2010] **Mark Karpelès:** Certificate:  
Data:  
Version: 3 (0x2)

Serial Number: 180619747 (0xac409e3)

Signature Algorithm: sha1WithRSAEncryption

Issuer: C=FI, O=OP-Pohjola Group, OU=OP-Keskus osk, CN=CA for WS

Validity

Not Before: Dec 16 19:19:17 2010 GMT

Not After : Dec 15 19:49:15 2012 GMT

Subject: CN=1000034728, C=FI

[Sat Dec 18 22:02:05 2010] **Mark Karpelès:** ok, got the right certificate

[Sat Dec 18 22:02:10 2010] **Mark Karpelès:** with the right subject

[Sat Dec 18 22:33:38 2010] **Mark Karpelès:** one last question if you're still around

[Sat Dec 18 22:33:51 2010] **Mark Karpelès:** did you get many error 500 from the bank server when testing?

[Sat Dec 18 22:40:35 2010] **mtgox:** yeah

[Sat Dec 18 22:40:53 2010] **mtgox:** that is all I would get back. I assume it was because my stuff was mal-formed

[Sat Dec 18 22:41:15 2010] **Mark Karpelès:** ok

[Sat Dec 18 22:41:19 2010] **Mark Karpelès:** I almost got it

[Sat Dec 18 22:41:24 2010] **Mark Karpelès:** I got the security token

[Sat Dec 18 22:41:30 2010] **Mark Karpelès:** the signature token

[Sat Dec 18 22:41:32 2010] **Mark Karpelès:** no I need to attach them

[Sat Dec 18 22:41:54 2010] **Mark Karpelès:** I never saw such complicated way of making soap messages

[Sat Dec 18 22:42:03 2010] **mtgox:** I know so crazy

[Sat Dec 18 22:42:06 2010] **Mark Karpelès:** thank you for nothing, Java

[Sat Dec 18 22:42:14 2010] **mtgox:** heh

[Sat Dec 18 22:42:24 2010] **Mark Karpelès:** I hope java dies now that sun has it

[Sat Dec 18 22:42:25 2010] **Mark Karpelès:** er

[Sat Dec 18 22:42:28 2010] **Mark Karpelès:** now that oracle

[Sat Dec 18 22:42:34 2010] **Mark Karpelès:** and now that the apache foundation left

[Sat Dec 18 22:43:17 2010] **Mark Karpelès:** [http://blogs.oracle.com/henrik/2010/12/oracle\\_response\\_to\\_apache\\_departure\\_from\\_jcp.html](http://blogs.oracle.com/henrik/2010/12/oracle_response_to_apache_departure_from_jcp.html) :p

[Sat Dec 18 22:44:48 2010] **mtgox:** yeah it is on the way out for sure

[Sat Dec 18 23:52:38 2010] **Mark Karpelès:** I would really love to know exactly what triggers the HTTP 500 errors

[Sun Dec 19 03:33:15 2010] **mtgox:** does it sometimes not give you a 500?

[Sun Dec 19 03:34:12 2010] **Mark Karpelès:** all the time :D

[Sun Dec 19 03:34:21 2010] **Mark Karpelès:** I don't know which part of the request is wrong

[Sun Dec 19 03:34:35 2010] **Mark Karpelès:** I guess the 500 error means there's something wrong in my request

[Sun Dec 19 03:34:50 2010] **Mark Karpelès:** some sort of error message could have been nice

[Sun Dec 19 03:35:46 2010] **mtgox:** yeah it makes you wonder if something else is wrong

[Sun Dec 19 03:36:10 2010] **Mark Karpelès:** I even tried to tweak the timestamps to add the milliseconds

[Sun Dec 19 03:38:24 2010] **Mark Karpelès:** btw I don't know if you saw <http://www.bitcoin.org/smf/index.php?topic=2346.0>

[Sun Dec 19 04:05:48 2010] **mtgox:** oh pretty cool

[Sun Dec 19 21:11:47 2010] **mtgox:** Are you still just getting 500 error? Should I ask the bank something?

[Sun Dec 19 21:12:49 2010] **mtgox:** I seem to remember when I was first trying I sent the soap request without any data and I got a different response

[Wed Jan 19 06:43:08 2011] **Mark Karpelès:** hi

[Wed Jan 19 07:42:55 2011] **mtgox:** hey I'm watching the kids so can't talk now

[Wed Jan 19 07:43:27 2011] **mtgox:** I'm out all day tomorrow and then I fly back to costa rica. So I'll try to get you on friday

[Wed Jan 19 07:47:10 2011] **Mark Karpelès:** ok

[Sat Jan 22 10:40:27 2011] **Mark Karpelès:** one second

[Sat Jan 22 10:40:30 2011] **Mark Karpelès:** I configure skype

[Sat Jan 22 10:40:58 2011] **Mark Karpelès:** I hear you

[Thu Feb 24 20:44:21 2011] **Mark Karpelès:** last time someone claimed to me to be mute, she wasn't mute (and it was a man, too)

[Thu Feb 24 20:44:40 2011] **Mark Karpelès:** still, some people are indeed mute

[Sun Feb 27 23:11:18 2011] **mtgox:** /h5mm4r/

[Mon Feb 28 22:42:55 2011] **mtgox:** directnic auth code: nhv-020-cbq-382

[Mon Feb 28 22:43:28 2011] **mtgox:** please keep the same NS for now so mail wont be interrupted

[Mon Feb 28 23:25:40 2011] **Mark Karpelès:** don't worry, I know my thing ;)

[Mon Feb 28 23:26:18 2011] **Mark Karpelès:** confirmation will be sent to swamp12@yahoo.com

[Mon Feb 28 23:26:32 2011] **Mark Karpelès:** request sent

[Tue Mar 1 00:24:52 2011] **Mark Karpelès:** 2011-02-28 14:45:05 [EMAIL\_SENT] confirmation email sent to McCaleb, Jed [swamp12@yahoo.com]

[Thu Mar 3 11:29:59 2011] **mtgox:** hey

[Thu Mar 3 11:30:16 2011] **mtgox:** something bad happened

[Thu Mar 3 11:30:25 2011] **Mark Karpelès:** what?

[Thu Mar 3 11:30:36 2011] **mtgox:** all the BTC is gone off the server



[Thu Mar 3 11:30:52 2011] **Mark Karpelès:** uh?

[Thu Mar 3 11:32:44 2011] **Mark Karpelès:** any hint on what happened?

[Thu Mar 3 11:33:16 2011] **mtgox:** no I'm looking

[Thu Mar 3 11:34:14 2011] **mtgox:** how do I see the last transactions of bitcoin?

[Thu Mar 3 11:35:08 2011] **Mark Karpelès:** listtransactions

[Thu Mar 3 11:35:14 2011] **Mark Karpelès:** ah no, that's for accounts

[Thu Mar 3 11:35:56 2011] **Mark Karpelès:** something like listreceivedbyaddress should include some infos

[Thu Mar 3 11:46:52 2011] **mtgox:** that will just be who sent to me.

[Thu Mar 3 11:47:00 2011] **mtgox:** I don't see anything that shows me

[Thu Mar 3 11:47:24 2011] **mtgox:** this is terrible

[Thu Mar 3 11:47:44 2011] **Mark Karpelès:** how much was there?

[Thu Mar 3 11:47:54 2011] **mtgox:** ~90k BTC

[Thu Mar 3 11:48:56 2011] **mtgox:** I have about 160k not on the server

[Thu Mar 3 11:49:10 2011] **Mark Karpelès:** well, for now we need to find how bitcoins were lost

[Thu Mar 3 11:49:42 2011] **mtgox:** there were those massive trades that showed up in the block chain yesterday and today

[Thu Mar 3 11:49:52 2011] **mtgox:** that must have been the coins going out

[Thu Mar 3 11:52:00 2011] **Mark Karpelès:** well

[Thu Mar 3 11:52:08 2011] **Mark Karpelès:** first we need to find what happened and how coins got out

[Thu Mar 3 11:52:32 2011] **mtgox:** yeah

[Thu Mar 3 11:52:55 2011] **Mark Karpelès:** I'll have to make mtgox re-dev a priority

[Thu Mar 3 11:57:00 2011] **mtgox:** what did you do with the http logs?

[Thu Mar 3 11:57:22 2011] **Mark Karpelès:** nothing

[Thu Mar 3 11:57:36 2011] **mtgox:** they are gone

[Thu Mar 3 11:58:05 2011] **Mark Karpelès:** [root@codecollective ~]# last

last: /var/log/wtmp: No such file or directory

[Thu Mar 3 11:58:10 2011] **Mark Karpelès:** the machine has been rooted

[Thu Mar 3 11:58:32 2011] **Mark Karpelès:** the /var/log directory is empty too

[Thu Mar 3 11:58:52 2011] **Mark Karpelès:** (I haven't connected since last time)

[Thu Mar 3 11:59:20 2011] **mtgox:** I thought you were locking it down :)

[Thu Mar 3 11:59:28 2011] **Mark Karpelès:** I'd suggest changing any LR id that could have been obtained by someone having access to the server

[Thu Mar 3 11:59:54 2011] **Mark Karpelès:** hell, I should have, but have postponed it to later since server move was planned

[Thu Mar 3 12:00:14 2011] **Mark Karpelès:** btw is your ip fixed?

[Thu Mar 3 12:00:42 2011] **mtgox:** here?

[Thu Mar 3 12:00:46 2011] **Mark Karpelès:** yes

[Thu Mar 3 12:00:53 2011] **mtgox:** no it is DSL

[Thu Mar 3 12:00:58 2011] **Mark Karpelès:** first thing we should do right now is limit ssh access from outside

[Thu Mar 3 12:01:01 2011] **Mark Karpelès:** and check for rootkits

[Thu Mar 3 12:01:25 2011] **Mark Karpelès:** and change LR api access too, btw

[Thu Mar 3 12:01:33 2011] **Mark Karpelès:** (and check mtgox sourcecode for changes, too)

[Thu Mar 3 12:03:10 2011] **mtgox:** well All the money is in LR still at least

[Thu Mar 3 12:03:30 2011] **mtgox:** but I'm sure they grabbed the mtgox code

[Thu Mar 3 12:03:40 2011] **Mark Karpelès:** most likely

[Thu Mar 3 12:03:52 2011] **Mark Karpelès:** mtgox code & database are probably compromised

[Thu Mar 3 12:04:39 2011] **mtgox:** do you think you can tell how they rooted the box?

[Thu Mar 3 12:06:01 2011] **Mark Karpelès:** difficult to say

[Thu Mar 3 12:06:34 2011] **Mark Karpelès:** kernel is old, and password had been circulating on highly unsecure channels

[Thu Mar 3 12:08:28 2011] **mtgox:** You really don't have another machine we can put it on? I feel like once rooted you can never trust the machine again

[Thu Mar 3 12:08:38 2011] **Mark Karpelès:** I have machines

[Thu Mar 3 12:08:54 2011] **mtgox:** then let's do that

[Thu Mar 3 12:08:57 2011] **Mark Karpelès:** let me check where I have some space

[Thu Mar 3 12:09:09 2011] **Mark Karpelès:** considering mtgox is likely going to be targetted again, I'll add a new server

[Thu Mar 3 12:11:57 2011] **Mark Karpelès:** mh

[Thu Mar 3 12:11:59 2011] **Mark Karpelès:** out of stock here

[Thu Mar 3 12:12:00 2011] **Mark Karpelès:** well

[Thu Mar 3 12:12:07 2011] **Mark Karpelès:** anyway let's move mtgox itself

[Thu Mar 3 12:14:30 2011] **mtgox:** so you want me to push my copy of the code to the new machine?

[Thu Mar 3 12:15:21 2011] **Mark Karpelès:** I'll rsync all the stuff I need

[Thu Mar 3 12:15:40 2011] **Mark Karpelès:** if you can, however, check the code for any recent files

[Thu Mar 3 12:15:43 2011] **Mark Karpelès:** (use find)

[Thu Mar 3 12:21:10 2011] **Mark Karpelès:** also we have another problem

[Thu Mar 3 12:21:16 2011] **Mark Karpelès:** mtgox.com's dns record has a 24 hours expiration

[Thu Mar 3 12:21:34 2011] **mtgox:** that isn't that bad

[Thu Mar 3 12:22:15 2011] **mtgox:** it usually switches sooner and it isn't that bad if people can't get to it for a few hours

[Thu Mar 3 12:22:59 2011] **Mark Karpelès:** also the ssl certificate may be compromised, will have to revoke it asap

[Thu Mar 3 12:26:02 2011] **Mark Karpelès:** no php file seems to have been modified

[Thu Mar 3 12:26:26 2011] **Mark Karpelès:** mh

[Thu Mar 3 12:26:47 2011] **Mark Karpelès:** not sure about the "tornado" thing running on port 8080

[Thu Mar 3 12:26:52 2011] **Mark Karpelès:** as root

[Thu Mar 3 12:27:24 2011] **mtgox:** are you comparing the php to something or just looking at mod dates?

[Thu Mar 3 12:27:32 2011] **Mark Karpelès:** I did just look at mod dates

[Thu Mar 3 12:27:45 2011] **mtgox:** that can be faked right?

[Thu Mar 3 12:27:57 2011] **Mark Karpelès:** yep, but usually people who erase /var/log do not go that far

[Thu Mar 3 12:28:09 2011] **Mark Karpelès:** once copied I'll run a diff against the zip you sent me

[Thu Mar 3 12:28:26 2011] **mtgox:** I'll send you a new zip. Since I changed a few things

[Thu Mar 3 12:28:38 2011] **Mark Karpelès:** the diff will show me that

[Thu Mar 3 12:28:45 2011] **Mark Karpelès:** I'll be more looking for suspicious things

[Thu Mar 3 12:28:50 2011] **mtgox:** ok

[Thu Mar 3 12:29:48 2011] **mtgox:** the tornado thing isn't essential yet

[Thu Mar 3 12:31:17 2011] **mtgox:** what is the new IP? I might as well get that going

[Thu Mar 3 12:32:59 2011] **Mark Karpelès:** 174.121.74.59

[Thu Mar 3 12:34:58 2011] **Mark Karpelès:** setting up ssl

[Thu Mar 3 12:36:17 2011] **mtgox:** ok I updated the DNS

[Thu Mar 3 12:37:42 2011] **Mark Karpelès:** I created dns oldgox.xta.net pointing to the ip of the server (more for me than for you I guess)

[Thu Mar 3 12:41:48 2011] **Mark Karpelès:** arg

[Thu Mar 3 12:42:32 2011] **Mark Karpelès:** the key is protected by password

[Thu Mar 3 12:44:09 2011] **mtgox:** mine? yeah

[Thu Mar 3 12:44:16 2011] **Mark Karpelès:** ok

[Thu Mar 3 12:44:35 2011] **Mark Karpelès:** I'll need that to setup it here (can't get a certificate until the domain is transfered)

[Thu Mar 3 12:45:08 2011] **mtgox:** pass is: 3r56t

[Thu Mar 3 12:46:51 2011] **Mark Karpelès:** ok

[Thu Mar 3 12:46:52 2011] **Mark Karpelès:** chain setup

[Thu Mar 3 12:46:55 2011] **Mark Karpelès:** ssl works

[Thu Mar 3 12:47:51 2011] **Mark Karpelès:** 4112 files

[Thu Mar 3 12:48:06 2011] **Mark Karpelès:** is there anywhere where write access is required?

[Thu Mar 3 12:48:19 2011] **Mark Karpelès:** oh, and I'll disable mtgox on the current server so people do not enter orders by mistake

[Thu Mar 3 12:48:37 2011] **mtgox:** did you already move the DB?

[Thu Mar 3 12:48:41 2011] **Mark Karpelès:** I will now

[Thu Mar 3 12:49:03 2011] **mtgox:** there was just a big trade

[Thu Mar 3 12:50:15 2011] **mtgox:** this theft will drive the BTC price down at least I bet so it won't be as big a loss as it seems now.

[Thu Mar 3 12:50:52 2011] **Mark Karpelès:** I guess so

[Thu Mar 3 12:50:56 2011] **Mark Karpelès:** still problematic

[Thu Mar 3 12:50:59 2011] **Mark Karpelès:** and it have a global impact

[Thu Mar 3 12:51:08 2011] **mtgox:** yeah

[Thu Mar 3 12:52:06 2011] **mtgox:** ug I hope no one has BTC being sent to us right now

[Thu Mar 3 12:52:23 2011] **Mark Karpelès:** I'll keep the wallet

[Thu Mar 3 12:52:35 2011] **Mark Karpelès:** shouldn't be a problem

[Thu Mar 3 12:52:36 2011] **mtgox:** but don't install it there

[Thu Mar 3 12:52:48 2011] **Mark Karpelès:** bitcoind will run on a different host anyway

[Thu Mar 3 12:54:31 2011] **Mark Karpelès:** meh?

[Thu Mar 3 12:54:34 2011] **Mark Karpelès:** mtgox db only 2MB?

[Thu Mar 3 12:54:52 2011] **mtgox:** yeah probably

[Thu Mar 3 12:55:26 2011] **mtgox:** the DB seems unmessed with as far as I can tell

[Thu Mar 3 12:55:40 2011] **Mark Karpelès:** ok

[Thu Mar 3 12:55:44 2011] **Mark Karpelès:** I restored it here

[Thu Mar 3 12:55:50 2011] **Mark Karpelès:** now need to locate the db config file

[Thu Mar 3 12:56:06 2011] **Mark Karpelès:** (I also chmod'ed 0000 the mtgox root so nobody can access the site and to trades)

[Thu Mar 3 12:56:08 2011] **mtgox:** oh one ugly thing would be if they grabbed the User table

[Thu Mar 3 12:56:26 2011] **Mark Karpelès:** passwords are not encrypted?

[Thu Mar 3 12:56:42 2011] **mtgox:** they are but just md5

[Thu Mar 3 12:56:49 2011] **Mark Karpelès:** ok

[Thu Mar 3 12:56:55 2011] **Mark Karpelès:** I'll upgrade that to salt mds (crypt())

[Thu Mar 3 12:56:59 2011] **mtgox:** they can run an offline dictionary attack easily now

[Thu Mar 3 12:57:05 2011] **Mark Karpelès:** (ie. change password on login)

[Thu Mar 3 12:57:39 2011] **mtgox:** yeah we should probably do that

[Thu Mar 3 12:58:05 2011] **Mark Karpelès:** ok

[Thu Mar 3 12:58:11 2011] **Mark Karpelès:** anyway where is the database configured~

[Thu Mar 3 12:58:31 2011] **mtgox:** db layout.txt

[Thu Mar 3 12:58:49 2011] **Mark Karpelès:** and does it need db btcx ?

[Thu Mar 3 12:59:07 2011] **mtgox:** you can set the DB name in a config file for the site

[Thu Mar 3 12:59:11 2011] **Mark Karpelès:** I see it's used in "noserve"

[Thu Mar 3 12:59:26 2011] **mtgox:** yeah that is the config file

[Thu Mar 3 12:59:42 2011] **Mark Karpelès:** ok

[Thu Mar 3 12:59:48 2011] **Mark Karpelès:** so the database is btcx, and not mtgox ?

[Thu Mar 3 13:00:07 2011] **mtgox:** yeah

[Thu Mar 3 13:00:18 2011] **Mark Karpelès:** 3.8MB

[Thu Mar 3 13:00:21 2011] **Mark Karpelès:** bigger

[Thu Mar 3 13:00:49 2011] **Mark Karpelès:** restoring

[Thu Mar 3 13:01:41 2011] **Mark Karpelès:** ok

[Thu Mar 3 13:01:41 2011] **mtgox:** oh heh that was the DB for when mtgox was a completely different site

[Thu Mar 3 13:01:47 2011] **Mark Karpelès:** I see

[Thu Mar 3 13:01:51 2011] **mtgox:** soory about that

[Thu Mar 3 13:01:56 2011] **Mark Karpelès:** that one looks better

[Thu Mar 3 13:05:49 2011] **Mark Karpelès:** where are sessions stored?

[Thu Mar 3 13:06:02 2011] **mtgox:** another DB: sessions

[Thu Mar 3 13:06:05 2011] **Mark Karpelès:** yep

[Thu Mar 3 13:06:13 2011] **Mark Karpelès:** it's hard coded

[Thu Mar 3 13:06:15 2011] **Mark Karpelès:** I'll change that

[Thu Mar 3 13:07:26 2011] **mtgox:** there is also that blog DB for wordpress. But not very essential.

[Thu Mar 3 13:07:47 2011] **Mark Karpelès:** db "blog" ?

[Thu Mar 3 13:08:04 2011] **mtgox:** the name is "blog"

[Thu Mar 3 13:08:30 2011] **mtgox:** of the DB that my wordpress install was using

[Thu Mar 3 13:08:45 2011] **Mark Karpelès:** ok

[Thu Mar 3 13:08:50 2011] **Mark Karpelès:** history seems fine

[Thu Mar 3 13:09:24 2011] **Mark Karpelès:** most of the site seems to be working

[Thu Mar 3 13:09:51 2011] **mtgox:** ok let me give you the LR info so you can set that up

[Thu Mar 3 13:09:56 2011] **Mark Karpelès:** yep

[Thu Mar 3 13:09:58 2011] **Mark Karpelès:** in noserve

[Thu Mar 3 13:10:08 2011] **Mark Karpelès:** can you encrypt the data ?

[Thu Mar 3 13:10:19 2011] **Mark Karpelès:** I do not trust skype

[Thu Mar 3 13:11:25 2011] **mtgox:** what is the best way without using PGP?

[Thu Mar 3 13:11:33 2011] **Mark Karpelès:** meh

[Thu Mar 3 13:11:42 2011] **Mark Karpelès:** let me think

[Thu Mar 3 13:11:44 2011] **mtgox:** call you?

[Thu Mar 3 13:12:35 2011] **Mark Karpelès:** got a "SQL Error"

[Thu Mar 3 13:12:38 2011] **Mark Karpelès:** guess some stuff doesn't work yet

[Thu Mar 3 13:12:51 2011] **mtgox:** what is the error?

[Thu Mar 3 13:13:16 2011] **Mark Karpelès:** good question, there's nothing in phplog.txt

[Thu Mar 3 13:13:40 2011] **mtgox:** where do you get it? what file

[Thu Mar 3 13:13:44 2011] **Mark Karpelès:** happens on users/settings

[Thu Mar 3 13:13:56 2011] **Mark Karpelès:** seems unable to load current settings

[Thu Mar 3 13:14:12 2011] **mtgox:** is it a session problem maybe?

[Thu Mar 3 13:14:33 2011] **Mark Karpelès:** the session should be fine

[Thu Mar 3 13:16:43 2011] **mtgox:** oh did you change the name of the DB?

[Thu Mar 3 13:16:47 2011] **Mark Karpelès:** yes

[Thu Mar 3 13:17:03 2011] **mtgox:** it is hard wired on line 93 of UserController

[Thu Mar 3 13:17:43 2011] **Mark Karpelès:** ok

[Thu Mar 3 13:17:44 2011] **Mark Karpelès:** going to grep more

[Thu Mar 3 13:17:51 2011] **Mark Karpelès:** settings fixed

[Thu Mar 3 13:18:15 2011] **Mark Karpelès:** found 2 other hardwire

[Thu Mar 3 13:18:16 2011] **Mark Karpelès:** fixed

[Thu Mar 3 13:18:23 2011] **Mark Karpelès:** (I grepped for bitco.)

[Thu Mar 3 13:19:08 2011] **mtgox:** can you turn it on to the outside world so I can poke around

[Thu Mar 3 13:19:16 2011] **Mark Karpelès:** it is already on

[Thu Mar 3 13:19:27 2011] **Mark Karpelès:** just point mtgox.com locally to the ip I gave you

[Thu Mar 3 13:19:45 2011] **Mark Karpelès:** you can also flush your dns cache

[Thu Mar 3 13:19:48 2011] **Mark Karpelès:** it should give you the right mtgox

[Thu Mar 3 13:19:58 2011] **mtgox:** oh ok I was just try the IP

[Thu Mar 3 13:20:03 2011] **Mark Karpelès:** :p

[Thu Mar 3 13:20:08 2011] **Mark Karpelès:** nah, doesn't work without the hostname

[Thu Mar 3 13:25:19 2011] **mtgox:** ok so you want me to just call you and tell you the LR info?

[Thu Mar 3 13:25:20 2011] **Mark Karpelès:** mh

[Thu Mar 3 13:25:39 2011] **Mark Karpelès:** for the LR infos I'm thinking about a good way without gpg (and I guess s/mime is out too)

[Thu Mar 3 13:26:07 2011] **mtgox:** I'll just call it is only 2 little numbers

[Thu Mar 3 13:28:03 2011] **mtgox:** also this needs to be in chron somewhere:

[Thu Mar 3 13:28:08 2011] **mtgox:** 00 1 \* \* \* php /var/www/www.mtgox.com/gox/app/cron.1day.php

5,15,25,35,45,55 \* \* \* \* php /var/www/www.mtgox.com/gox/app/cron.5min.php

[Thu Mar 3 13:28:14 2011] **Mark Karpelès:** I see

[Thu Mar 3 13:29:48 2011] **mtgox:** and for setting up bitcoin I had made two little changes to it.

[Thu Mar 3 13:30:12 2011] **mtgox:** I made it so it didn't require a password for the rpc

[Thu Mar 3 13:30:37 2011] **mtgox:** and I made it return the errors rather than just 505 code or whatever

[Thu Mar 3 13:30:44 2011] **Mark Karpelès:** heh

[Thu Mar 3 13:31:56 2011] **Mark Karpelès:** that's troublesome

[Thu Mar 3 13:32:05 2011] **Mark Karpelès:** lots of places where this is called?

[Thu Mar 3 13:32:11 2011] **mtgox:** no only one

[Thu Mar 3 13:32:25 2011] **mtgox:** well only one file

[Thu Mar 3 13:32:35 2011] **Mark Karpelès:** ok

[Thu Mar 3 13:32:37 2011] **Mark Karpelès:** I'll add password handling

[Thu Mar 3 13:33:11 2011] **Mark Karpelès:** killing bitcoind

[Thu Mar 3 13:33:24 2011] **mtgox:** ok

[Thu Mar 3 13:33:44 2011] **Mark Karpelès:** killed

[Thu Mar 3 13:33:50 2011] **Mark Karpelès:** I'll open the wallet in bitcoin

[Thu Mar 3 13:33:56 2011] **Mark Karpelès:** to check recent history

[Thu Mar 3 13:35:16 2011] **Mark Karpelès:** and I'll go to lunch, or I'm going to starve

[Thu Mar 3 13:35:37 2011] **Mark Karpelès:** there's a lot of stuff remaining to do

[Thu Mar 3 13:35:49 2011] **mtgox:** ok but it is late here so be quick :)

[Thu Mar 3 13:35:53 2011] **Mark Karpelès:** yep

[Thu Mar 3 13:35:55 2011] **Mark Karpelès:** mh

[Thu Mar 3 13:35:57 2011] **Mark Karpelès:** do you support S/MIME ?

[Thu Mar 3 13:36:35 2011] **mtgox:** idk you mean for email?

[Thu Mar 3 13:36:39 2011] **Mark Karpelès:** yep

[Thu Mar 3 13:36:43 2011] **Mark Karpelès:** if you don't know, I guess not

[Thu Mar 3 13:36:58 2011] **mtgox:** I just use gmail

[Thu Mar 3 13:37:01 2011] **Mark Karpelès:** mh

[Thu Mar 3 13:37:05 2011] **Mark Karpelès:** gmail keeps track of /everything/

[Thu Mar 3 13:37:09 2011] **Mark Karpelès:** not a good idea to pass private data

[Thu Mar 3 13:37:27 2011] **mtgox:** yeah

[Thu Mar 3 13:37:37 2011] **mtgox:** I can also just paste it here and then you can change it

[Thu Mar 3 13:37:47 2011] **Mark Karpelès:** ok

[Thu Mar 3 13:37:49 2011] **Mark Karpelès:** let's do that

[Thu Mar 3 13:38:09 2011] **mtgox:** LibertyReserve U8227430

Password ASyhNLE

Login PIN 14516

Master Key 264

[Thu Mar 3 13:39:04 2011] **Mark Karpelès:** verification pin ?

[Thu Mar 3 13:39:11 2011] **Mark Karpelès:** We detected that you are accessing your account from a different location. We sent a verification PIN to your email to make sure you are the owner of this account. If you have a problem receiving it please contact our support.

[Thu Mar 3 13:39:16 2011] **Mark Karpelès:** should have been delivered by email

[Thu Mar 3 13:39:49 2011] **mtgox:** erification PIN: 54854-84534

[Thu Mar 3 13:39:51 2011] **Mark Karpelès:** oh

[Thu Mar 3 13:39:51 2011] **Mark Karpelès:** got it

[Thu Mar 3 13:40:02 2011] **mtgox:** you have access to the email.)

[Thu Mar 3 13:40:09 2011] **Mark Karpelès:** yep

[Thu Mar 3 13:46:57 2011] **Mark Karpelès:** things changed

[Thu Mar 3 13:47:03 2011] **Mark Karpelès:** I'll change gmail password too

[Thu Mar 3 13:47:25 2011] **mtgox:** ok but that I still need access to

[Thu Mar 3 13:47:36 2011] **mtgox:** want to say half here and half on IRC?

[Thu Mar 3 13:48:53 2011] **Mark Karpelès:** should help

[Thu Mar 3 13:50:02 2011] **Mark Karpelès:** anyway

[Thu Mar 3 13:50:08 2011] **Mark Karpelès:** things are a bit better

[Thu Mar 3 13:50:12 2011] **Mark Karpelès:** still have to scan that wallet

[Thu Mar 3 14:23:20 2011] **mtgox:** hi?

[Thu Mar 3 14:50:27 2011] **Mark Karpelès:** yep

[Thu Mar 3 14:50:32 2011] **Mark Karpelès:** rebooted skype

[Thu Mar 3 14:52:05 2011] **mtgox:** so let me know a BTC address to send some coins to so people can withdraw again

[Thu Mar 3 14:52:23 2011] **Mark Karpelès:** I need to configure mtgox to use the new system

[Thu Mar 3 14:52:34 2011] **Mark Karpelès:** er

[Thu Mar 3 14:52:39 2011] **Mark Karpelès:** not new, but with a password

[Thu Mar 3 14:53:15 2011] **Mark Karpelès:** the host addr: 18r55rGr8tReHBXw5jJFL7EeR6Apyek8KR

[Thu Mar 3 14:53:35 2011] **Mark Karpelès:** I disabled Keep\_Empty on that host

[Thu Mar 3 14:53:51 2011] **mtgox:** what is keep empty?

[Thu Mar 3 14:54:34 2011] **Mark Karpelès:** it's a method I use to have lots of bitcoind running in various places, without keeping a single coin on those

[Thu Mar 3 14:54:56 2011] **Mark Karpelès:** I took one of my hosts, and disabled the features making it empty

[Thu Mar 3 14:56:35 2011] **mtgox:** ok I sent 5k for now.

[Thu Mar 3 14:56:51 2011] **mtgox:** anything else you need from me?

[Thu Mar 3 14:57:33 2011] **Mark Karpelès:** for now I guess that should be all

[Thu Mar 3 14:57:44 2011] **Mark Karpelès:** I'll fix bugs in mtgox.com

[Thu Mar 3 14:57:47 2011] **Mark Karpelès:** already implemented salted passwords

[Thu Mar 3 14:57:57 2011] **Mark Karpelès:** and try to restore normal service for now

[Thu Mar 3 14:58:09 2011] **Mark Karpelès:** if you can just tell me the file where bitcoind connection is done, it could help

[Thu Mar 3 14:58:40 2011] **mtgox:** code/lib/bitcoin.inc

[Thu Mar 3 15:00:03 2011] **Mark Karpelès:** thanks

[Thu Mar 3 15:01:00 2011] **mtgox:** ok I'll leave the sound on skype so if you need something just msg me a few times and I'll wake up

[Thu Mar 3 15:01:18 2011] **Mark Karpelès:** ok, I hope I won't need to

[Thu Mar 3 16:24:07 2011] **Mark Karpelès:** <http://blockexplorer.com/tx/e67a0550848b7932d7796aea16ab0e48a5cfe81c4e8cca2c5b03e0416850114> <- 79956 BTC

[Thu Mar 3 17:24:47 2011] **Mark Karpelès:** ok

[Thu Mar 3 17:24:48 2011] **Mark Karpelès:** I may

[Thu Mar 3 17:24:49 2011] **Mark Karpelès:** need you

[Thu Mar 3 17:24:53 2011] **Mark Karpelès:** to update

[Thu Mar 3 17:24:57 2011] **Mark Karpelès:** the mtgox.com dns

[Thu Mar 3 17:25:05 2011] **Mark Karpelès:** you changed for www but forgot to change the ip on mtgox.com itself

[Thu Mar 3 17:25:12 2011] **Mark Karpelès:** \*beep\*

[Thu Mar 3 17:25:37 2011] **Mark Karpelès:** so mtgox.com => old ip and www.mtgox.com => good ip

[Thu Mar 3 17:25:52 2011] **Mark Karpelès:** both should point to 174.121.74.59

[Thu Mar 3 17:29:56 2011] **Mark Karpelès:** (or maybe wrong report from someone on bitcoin etc)

[Thu Mar 3 17:30:17 2011] **Mark Karpelès:** (or fixed?)

[Thu Mar 3 17:57:00 2011] **Mark Karpelès:** ok, theplanet randomly returns one or the other it seems... I guess they use some kind of load balancer and not all slaves are updated~ by the way remember the last time you told me about some ACH transfer providers, but didn't give me any name or url, I'd love to hear about those :)

[Thu Mar 3 20:29:04 2011] **mtgox:** hi

[Thu Mar 3 20:32:28 2011] **Mark Karpelès:** hi

[Thu Mar 3 20:34:07 2011] **mtgox:** so I'm looking but I don't see how to change the main IP on their orbit thing

[Thu Mar 3 20:34:17 2011] **Mark Karpelès:** nah, it looks fine

[Thu Mar 3 20:34:25 2011] **Mark Karpelès:** just that their nameserver randomly provide the old ip

[Thu Mar 3 20:34:31 2011] **Mark Karpelès:** I think it's a caching issue on their side

[Thu Mar 3 20:34:42 2011] **Mark Karpelès:** but it looks like it's not happening anymore (hard to tell as it's random)

[Thu Mar 3 20:34:57 2011] **mtgox:** oh ok good

[Thu Mar 3 20:35:16 2011] **mtgox:** so does everything else work? adding removing BTC?

[Thu Mar 3 20:36:43 2011] **Mark Karpelès:** seems so

[Thu Mar 3 20:36:49 2011] **Mark Karpelès:** got btc withdraw/adds

[Thu Mar 3 20:36:52 2011] **Mark Karpelès:** and some LR withdraws too

[Thu Mar 3 20:37:01 2011] **Mark Karpelès:** no LR adds yet however, so I don't know if it works

[Thu Mar 3 20:37:50 2011] **Mark Karpelès:** mh

[Thu Mar 3 20:37:55 2011] **Mark Karpelès:** I see another failed withdraw

[Thu Mar 3 20:38:26 2011] **mtgox:** LR? or BTC?

[Thu Mar 3 20:38:30 2011] **Mark Karpelès:** LR

[Thu Mar 3 20:38:48 2011] **Mark Karpelès:** it's a "Can't parse" error, with empty result

[Thu Mar 3 20:39:15 2011] **Mark Karpelès:** I solved the previous ones by updating the token and running them manually

[Thu Mar 3 20:41:07 2011] **Mark Karpelès:** let's add more debug~

[Thu Mar 3 20:41:19 2011] **Mark Karpelès:** here

[Thu Mar 3 20:41:42 2011] **Mark Karpelès:** and process manually that withdraw

[Thu Mar 3 20:43:18 2011] **Mark Karpelès:** done

[Thu Mar 3 20:43:36 2011] **mtgox:** just uncomment line 133 in code/lr/functions.php

[Thu Mar 3 20:43:40 2011] **Mark Karpelès:** next time it fails, I'll know why

[Thu Mar 3 20:43:54 2011] **Mark Karpelès:** I already got the xml

[Thu Mar 3 20:44:07 2011] **Mark Karpelès:** just that curl failed, but I don't know why since result of curl\_error() is not logged

[Thu Mar 3 20:44:18 2011] **Mark Karpelès:** I removed the code using ob\_start() to capture curl result

[Thu Mar 3 20:44:25 2011] **Mark Karpelès:** replaced with use of CURLOPT\_RETURNTRANSFER

[Thu Mar 3 20:44:29 2011] **mtgox:** oh ok

[Thu Mar 3 20:44:39 2011] **Mark Karpelès:** and added a check for failure, calling logMsg(curl\_error(\$handler))

[Thu Mar 3 20:44:58 2011] **mtgox:** so you changed the password of the gmail email right?

[Thu Mar 3 20:45:02 2011] **Mark Karpelès:** yep

[Thu Mar 3 20:45:11 2011] **Mark Karpelès:** since there is a possibility it was compromised

[Thu Mar 3 20:45:28 2011] **Mark Karpelès:** replied to a couple of emails (solving people's issues)

[Thu Mar 3 20:45:38 2011] **Mark Karpelès:** I also located the bitcoin transaction causing all the bitcoins to disappear

[Thu Mar 3 20:45:46 2011] **Mark Karpelès:** in the wallet

[Thu Mar 3 20:45:57 2011] **mtgox:** which was it?

[Thu Mar 3 20:46:09 2011] **Mark Karpelès:** <http://blockexplorer.com/tx/e67a0550848b7932d7796aea16ab0e48a5cfe81c4e8cca2c5b03e0416850114>

[Thu Mar 3 20:47:30 2011] **mtgox:** was this the only one?

[Thu Mar 3 20:47:39 2011] **mtgox:** so they only took 80k?

[Thu Mar 3 20:47:57 2011] **Mark Karpelès:** looks so

[Thu Mar 3 20:48:36 2011] **Mark Karpelès:** they took a big bunch of what was on the wallet

[Thu Mar 3 20:48:45 2011] **Mark Karpelès:** the remaining was withdrawn by people via the site

[Thu Mar 3 20:49:53 2011] **Mark Karpelès:** when I restored the wallet there was only 1.3 btc, which were owned by someone who did a deposit (directly credited to his account)

[Thu Mar 3 20:52:02 2011] **Mark Karpelès:** sent file "trx.png"<files alt=""><file size="100207" index="0">trx.png</file></files>

[Thu Mar 3 20:55:03 2011] **Mark Karpelès:** anyway I think we should update the inventory of mtgox assets

[Thu Mar 3 20:55:25 2011] **mtgox:** What do you mean?

[Thu Mar 3 20:56:33 2011] **Mark Karpelès:** I'd like to know how much of mtgox hasn't been stolen yet

[Thu Mar 3 20:56:57 2011] **mtgox:** well this is the only BTC stolen

[Thu Mar 3 20:57:04 2011] **mtgox:** the rest is in my wallet here

[Thu Mar 3 20:57:14 2011] **Mark Karpelès:** when compared to SELECT SUM(BTC),SUM(USD) FROM `Users`

[Thu Mar 3 20:57:47 2011] **mtgox:** and then there is the 50k USD stolen by the LR fraud - baron's money if we end up keeping that

[Thu Mar 3 20:59:10 2011] **Mark Karpelès:** 255563.728 BTC (5000 here) and 158928.208 USD (11573.47 here)

[Thu Mar 3 21:00:19 2011] **Mark Karpelès:** so we lost ~31% of the BTC

[Thu Mar 3 21:00:47 2011] **mtgox:** yeah something like that

[Thu Mar 3 21:01:53 2011] **Mark Karpelès:** btw for the schedule in the contract, I'll count that starting today (effective move of mtgox) and not since date of signature of contract

[Thu Mar 3 21:02:10 2011] **mtgox:** ok

[Thu Mar 3 21:02:32 2011] **Mark Karpelès:** or maybe march 1st, would be easier to compute

[Thu Mar 3 21:02:41 2011] **mtgox:** thats fine

[Thu Mar 3 21:02:55 2011] **Mark Karpelès:** ok

[Thu Mar 3 21:03:06 2011] **mtgox:** I think that is when I reset Gox Bot anyway

[Thu Mar 3 21:03:21 2011] **Mark Karpelès:** btw I also opened a mtgox twitter account

[Thu Mar 3 21:03:26 2011] **mtgox:** ok good

[Thu Mar 3 21:03:47 2011] **Mark Karpelès:** password update has already started

[Thu Mar 3 21:03:59 2011] **Mark Karpelès:** some people cannot login because their password was wrongly encoded, I'll add a workaround for that

[Thu Mar 3 21:05:06 2011] **Mark Karpelès:** I also fixed the 5 minutes cron

[Thu Mar 3 21:05:17 2011] **Mark Karpelès:** it needed 15 minutes to run, now only takes 1 minute

[Thu Mar 3 21:08:01 2011] **mtgox:** do you want to set up that tornado thing?

[Thu Mar 3 21:10:00 2011] **mtgox:** also how do you want to give me the email password?

[Thu Mar 3 21:11:05 2011] **Mark Karpelès:** mh

[Thu Mar 3 21:11:22 2011] **Mark Karpelès:** google has nothing for shared access?

[Thu Mar 3 21:12:57 2011] **mtgox:** what do you mean? well we could each have our own email@mtgox account



[Thu Mar 3 21:13:43 2011] **Mark Karpelès:** yep

[Thu Mar 3 21:13:50 2011] **mtgox:** but I don't think we can both have different logins to the admin@mtgox

[Thu Mar 3 21:15:05 2011] **Mark Karpelès:** mh

[Thu Mar 3 21:15:11 2011] **Mark Karpelès:** ok let's do that

[Thu Mar 3 21:15:22 2011] **Mark Karpelès:** let me create you an email @mtgox

[Thu Mar 3 21:15:41 2011] **mtgox:** but I don't need that

[Thu Mar 3 21:16:38 2011] **mtgox:** I need access to all the emails from before

[Thu Mar 3 21:17:24 2011] **mtgox:** is the concern giving it to me or giving it to me securely?

[Thu Mar 3 21:17:52 2011] **Mark Karpelès:** While we don't know what was compromised and how, I'm concerned by everything

[Thu Mar 3 21:22:36 2011] **Mark Karpelès:** trying something

[Thu Mar 3 21:26:44 2011] **Mark Karpelès:** mh

[Thu Mar 3 21:26:55 2011] **Mark Karpelès:** looks like the paying google apps has an api call allowing to rename a mailbox

[Thu Mar 3 21:27:27 2011] **mtgox:** but you need the mail history more than me.

[Thu Mar 3 21:27:38 2011] **Mark Karpelès:** I need it too, yep

[Thu Mar 3 21:27:44 2011] **mtgox:** I'll just message you if I need to look something up in there

[Thu Mar 3 21:27:46 2011] **Mark Karpelès:** maybe I could have the second account download from the first via imap

[Thu Mar 3 21:28:08 2011] **Mark Karpelès:** let's try that

[Thu Mar 3 21:32:29 2011] **Mark Karpelès:** it's copying

[Thu Mar 3 21:33:30 2011] **Mark Karpelès:** ok

[Thu Mar 3 21:33:37 2011] **Mark Karpelès:** so I have created you jed@mtgox.com

[Thu Mar 3 21:34:18 2011] **mtgox:** with the old mail in it?

[Thu Mar 3 21:34:36 2011] **Mark Karpelès:** yep, soon

[Thu Mar 3 21:34:48 2011] **Mark Karpelès:** it's "Checking mail..."

[Thu Mar 3 21:37:51 2011] **Mark Karpelès:** I'll check back later

[Thu Mar 3 21:38:16 2011] **Mark Karpelès:** and need to decide what to do with this Baron guy

[Thu Mar 3 21:39:00 2011] **Mark Karpelès:** better close the office now

[Thu Mar 3 21:39:00 2011] **Mark Karpelès:** :)

[Thu Mar 3 21:43:14 2011] **mtgox:** <http://www.bitcoin.org/smf/index.php?topic=4068.0> I think this guy emailed. There is an issue with LR adding where they can add it if they are offline

[Thu Mar 3 21:43:22 2011] **mtgox:** I think that is what happened

[Thu Mar 3 22:30:53 2011] **Mark Karpelès:** mails are still downloading

[Thu Mar 3 22:39:27 2011] **Mark Karpelès:** let me check

[Thu Mar 3 22:42:28 2011] **Mark Karpelès:** no mail

[Thu Mar 3 22:43:20 2011] **Mark Karpelès:** mh

[Thu Mar 3 22:43:21 2011] **Mark Karpelès:** U4417883

[Thu Mar 3 22:43:24 2011] **Mark Karpelès:** I think I already did this one

[Thu Mar 3 22:44:32 2011] **Mark Karpelès:** mh

[Thu Mar 3 22:44:35 2011] **Mark Karpelès:** was yesterday evening

[Thu Mar 3 22:45:08 2011] **Mark Karpelès:** ok

[Thu Mar 3 22:45:11 2011] **Mark Karpelès:** error happened before the move

[Thu Mar 3 22:45:52 2011] **Mark Karpelès:** got the id anyway

[Thu Mar 3 22:46:17 2011] **Mark Karpelès:** there's a 3 minutes gap between query start & end, I guess some network trouble or LR api offline

[Thu Mar 3 22:48:54 2011] **Mark Karpelès:** done

[Fri Mar 4 07:28:42 2011] **Mark Karpelès:** oh and don't forget to send me the infos for ACH

[Sat Mar 5 12:49:24 2011] **Mark Karpelès:** by the way got two ach requests (tell me when you're online)

[Sat Mar 5 17:54:31 2011] **Mark Karpelès:** and one direct deposit request

[Sun Mar 6 00:36:29 2011] **mtgox:** why not just forward me the email?

[Sun Mar 6 00:41:25 2011] **Mark Karpelès:** just wanted to make sure

[Sun Mar 6 00:43:16 2011] **Mark Karpelès:** 4 mails forwarded

[Sun Mar 6 01:34:03 2011] **mtgox:** hey so this guy in south africa that wants to fund his account I can't really do

[Sun Mar 6 01:34:50 2011] **mtgox:** I'm pretty sure there are issues with it since I would be essentially transferring money from one guy to another

[Sun Mar 6 01:35:00 2011] **mtgox:** maybe jua have him wire it to the european account

[Sun Mar 6 07:36:53 2011] **Mark Karpelès:** I see

[Sun Mar 6 07:36:57 2011] **Mark Karpelès:** oh and when will you post the mtgox announce?

[Sun Mar 6 07:37:08 2011] **Mark Karpelès:** would make things a bit easier to hire some people in the community

[Sun Mar 6 09:19:11 2011] **mtgox:** ok sure

[Sun Mar 6 09:20:58 2011] **Mark Karpelès:** especially with the Baron thread, things are going a bit out of hand

[Sun Mar 6 09:21:14 2011] **mtgox:** are people still posting there?

[Sun Mar 6 09:21:24 2011] **Mark Karpelès:** there are still new threads "do you trust mtgox"

[Sun Mar 6 09:21:33 2011] **Mark Karpelès:** polls\*

[Sun Mar 6 09:21:43 2011] **Mark Karpelès:** and people post in threads such as "In Gox we trust"

[Sun Mar 6 09:21:50 2011] **mtgox:** yeah but it looks like most do trust it

[Sun Mar 6 09:22:16 2011] **mtgox:** I was waiting to post since I thought it would bring up the trust issue more

[Sun Mar 6 09:22:35 2011] **Mark Karpelès:** posting now might hurt that trust, but just waiting might hurt it even more

[Sun Mar 6 09:22:57 2011] **Mark Karpelès:** also right now only a few people know about me, so I cannot defend mtgox as much as I should

[Sun Mar 6 09:23:26 2011] **Mark Karpelès:** got the thread

[Sun Mar 6 09:23:28 2011] **mtgox:** ok I posted

[Sun Mar 6 09:23:49 2011] **Mark Karpelès:** yep

[Sun Mar 6 09:23:50 2011] **Mark Karpelès:** I see it

[Sun Mar 6 09:23:52 2011] **Mark Karpelès:** <http://www.bitcoin.org/smf/index.php?topic=4187.0>

[Sun Mar 6 09:28:58 2011] **mtgox:** I'm also worried it will lead to more withdrawing

[Sun Mar 6 09:29:19 2011] **Mark Karpelès:** that's probably unavoidable

[Sun Mar 6 09:29:21 2011] **mtgox:** HAVe you gotten new mail from baron

[Sun Mar 6 09:29:57 2011] **Mark Karpelès:** none

[Sun Mar 6 09:33:46 2011] **mtgox:** oh what about getting access to the DB again?

[Sun Mar 6 09:33:56 2011] **Mark Karpelès:** oh

[Sun Mar 6 09:34:01 2011] **Mark Karpelès:** well, I can create you a mysql user

[Sun Mar 6 09:34:07 2011] **mtgox:** curious who did that huge sell off

[Sun Mar 6 09:34:09 2011] **Mark Karpelès:** I guess you only need select

[Sun Mar 6 09:34:15 2011] **mtgox:** yeah

[Sun Mar 6 09:34:37 2011] **Mark Karpelès:** login: mtgox.jed

[Sun Mar 6 09:34:40 2011] **Mark Karpelès:** pass: vXbjeHTypHbSU7mm

[Sun Mar 6 09:34:57 2011] **Mark Karpelès:** <https://ookoo.org/mysql/>

[Sun Mar 6 09:36:22 2011] **Mark Karpelès:** and of course someone is already asking something such as "how much was the site sold for"

[Sun Mar 6 09:36:42 2011] **mtgox:** I wouldn't disclose any of that

[Sun Mar 6 09:36:45 2011] **Mark Karpelès:** na

[Sun Mar 6 09:37:55 2011] **Mark Karpelès:** thinking of answering like that: That's probably one of the most difficult questions to answer. Of course the agreement is confidential, however one thing I can say is that Jed is still looking over us and that I am engaged to pursue and improve mtgox for the best of the whole community.

[Sun Mar 6 09:38:12 2011] **Mark Karpelès:** ("pursue" is maybe not the best word here)

[Sun Mar 6 09:38:40 2011] **Mark Karpelès:** "Seek to attain or accomplish (a goal), esp. over a long period", should be fine in fact (thanks google dictionary)

[Sun Mar 6 09:38:50 2011] **Mark Karpelès:** what do you think?

[Sun Mar 6 09:38:55 2011] **mtgox:** it is a bit weird wording though

[Sun Mar 6 09:38:59 2011] **Mark Karpelès:** ok

[Sun Mar 6 09:39:08 2011] **mtgox:** people will get the point though

[Sun Mar 6 09:39:24 2011] **Mark Karpelès:** providing this kind of info is fine for you?

[Sun Mar 6 09:40:07 2011] **mtgox:** maybe just say: "Jed is still looking over us for now"

[Sun Mar 6 09:40:18 2011] **Mark Karpelès:** ok

[Sun Mar 6 09:40:31 2011] **Mark Karpelès:** drop the part about keeping/improving mtgox

[Sun Mar 6 09:40:37 2011] **Mark Karpelès:** That's probably one of the most difficult questions to answer. Of course the agreement is confidential, however one thing I can say is that Jed is still looking over us for now.

[Sun Mar 6 09:40:58 2011] **mtgox:** no the improving part is good

[Sun Mar 6 09:41:19 2011] **Mark Karpelès:** ok

[Sun Mar 6 09:45:57 2011] **mtgox:** do you want the mtgox forum account?

[Sun Mar 6 09:47:35 2011] **Mark Karpelès:** mh

[Sun Mar 6 09:47:42 2011] **Mark Karpelès:** I'd guess its email is @mtgox.com

[Sun Mar 6 09:47:56 2011] **mtgox:** yeah

[Sun Mar 6 09:48:42 2011] **Mark Karpelès:** ok

[Sun Mar 6 09:48:49 2011] **Mark Karpelès:** so I can easily reset it anyway

[Sun Mar 6 09:49:04 2011] **mtgox:** it is just: aaaaaaaa

[Sun Mar 6 09:49:11 2011] **Mark Karpelès:** heh

[Sun Mar 6 09:49:16 2011] **Mark Karpelès:** better change that quickly

[Sun Mar 6 09:49:17 2011] **Mark Karpelès:** :p

[Sun Mar 6 09:49:23 2011] **mtgox:** heh probably

[Sun Mar 6 09:50:22 2011] **Mark Karpelès:** done

[Sun Mar 6 09:50:27 2011] **Mark Karpelès:** put back admin@mtgox.com as email too

[Sun Mar 6 09:51:25 2011] **mtgox:** you saw my note about getHistory.php right?

[Sun Mar 6 09:51:48 2011] **Mark Karpelès:** mh?

[Sun Mar 6 09:51:53 2011] **Mark Karpelès:** what note?

[Sun Mar 6 09:52:20 2011] **mtgox:** I sent you some emails

[Sun Mar 6 09:52:48 2011] **mtgox:** to mark@mtgox

[Sun Mar 6 09:53:12 2011] **Mark Karpelès:** oh

[Sun Mar 6 09:53:18 2011] **Mark Karpelès:** need to remove that account

[Sun Mar 6 09:53:53 2011] **Mark Karpelès:** ok  
 [Sun Mar 6 09:53:59 2011] **Mark Karpelès:** which directory does getHistory write to ?  
 [Sun Mar 6 09:54:35 2011] **mtgox:** DATA\_DIR in config.inc  
 [Sun Mar 6 09:56:02 2011] **Mark Karpelès:** fixed  
 [Sun Mar 6 10:02:04 2011] **Mark Karpelès:** something else I'll do is to change the SSL certificate for mtgox with a real IV certificate, I need the domain transfer to finish first  
 [Sun Mar 6 10:02:50 2011] **mtgox:** It should have finished today  
 [Sun Mar 6 10:03:04 2011] **mtgox:** also there is this thread: <http://www.bitcoin.org/smf/index.php?topic=4100.0>  
 [Sun Mar 6 10:03:17 2011] **mtgox:** this is a great idea. You should sponsor it I think  
 [Sun Mar 6 10:03:55 2011] **mtgox:** maybe winner gets fee free trading for a month or something  
 [Sun Mar 6 10:04:38 2011] **Mark Karpelès:** indeed, we could do that automatically  
 [Sun Mar 6 10:05:28 2011] **Mark Karpelès:** since I got your note with the standard replies should I send those to the people I forwarded to you?  
 [Sun Mar 6 10:05:34 2011] **Mark Karpelès:** or did you already send them this?  
 [Sun Mar 6 10:06:33 2011] **mtgox:** All the people you already sent to me I'll reply to except that south african guy  
 [Sun Mar 6 10:07:03 2011] **mtgox:** in the future if a standard reply fits yeah please just reply with it  
 [Sun Mar 6 10:07:47 2011] **Mark Karpelès:** oka  
 [Sun Mar 6 10:07:48 2011] **Mark Karpelès:** okay\*  
 [Sun Mar 6 10:07:51 2011] **Mark Karpelès:** understood  
 [Sun Mar 6 10:41:43 2011] **Mark Karpelès:** one last thing I'm wondering is should we keep mtgox usd/btc, or add euro/other currencies as separate exchanges~  
 [Sun Mar 6 10:43:35 2011] **mtgox:** well the reason I didn't split it out is that if we add margin trading there needs to be as much liquidity as possible. And spreading the trading between pairs would just reduce it  
 [Sun Mar 6 10:44:41 2011] **Mark Karpelès:** maybe I could allow trade requests in EUR to be answered by requests in USD with an additional exchange fee, that would ensure liquidity in all currencies, while giving priority to native exchangers, while making sure rates will stay close between currencies  
 [Sun Mar 6 10:45:38 2011] **mtgox:** you could I guess. I'm just not sure why it is better to have more pairs?  
 [Sun Mar 6 10:45:55 2011] **Mark Karpelès:** allows people to trade in a currency they are used to  
 [Sun Mar 6 10:46:12 2011] **mtgox:** you could have that be a display option  
 [Sun Mar 6 10:47:00 2011] **Mark Karpelès:** it'd be a bit more than that. Currently if people input euros, we get euros and we may have at some point to transfers euros to usd or the other way around  
 [Sun Mar 6 10:47:01 2011] **mtgox:** they just set in settings what they want to have shown vs BTC  
 [Sun Mar 6 10:47:15 2011] **mtgox:** yeah it does help with that  
 [Sun Mar 6 10:48:08 2011] **mtgox:** But then there are things like LR and other ways of accepting payment. Do you make a new pair for each of them?  
 [Sun Mar 6 10:48:40 2011] **Mark Karpelès:** probably going to limit pairs to global currencies, and keep USD grouped, EUR grouped, etc  
 [Sun Mar 6 10:51:29 2011] **mtgox:** It should certainly be that way at some point but it seems lower priority than a lot of things and only good to do when there is a lot more volume  
 [Sun Mar 6 10:51:58 2011] **Mark Karpelès:** it may be harder to implement at a later stage  
 [Sun Mar 6 10:52:18 2011] **mtgox:** it will be pretty hard now :)  
 [Sun Mar 6 10:52:28 2011] **mtgox:** well not hard but a lot of work  
 [Sun Mar 6 10:53:11 2011] **Mark Karpelès:** wouldn't be that hard if I migrate to a new codebase as planned  
 [Sun Mar 6 10:54:52 2011] **mtgox:** thats true. if you are rewriting the site anyway you should support it for sure. Might not want to use it just yet though since liquidity is the strenght of mtgox  
 [Sun Mar 6 11:22:32 2011] **Mark Karpelès:** got another big trade  
 [Sun Mar 6 11:22:48 2011] **Mark Karpelès:** 10k btc  
 [Sun Mar 6 11:23:00 2011] **Mark Karpelès:** er  
 [Sun Mar 6 11:23:00 2011] **Mark Karpelès:** now  
 [Sun Mar 6 11:23:14 2011] **Mark Karpelès:** gah I'm not used to this 3 decimal thing yet  
 [Sun Mar 6 11:23:34 2011] **mtgox:** heh  
 [Sun Mar 6 11:23:49 2011] **Mark Karpelès:** but the fact is the price drops to 0.8  
 [Sun Mar 6 11:24:08 2011] **mtgox:** just because there is nothing between .8 and .91  
 [Sun Mar 6 11:24:11 2011] **Mark Karpelès:** (and now there's a huge hole)  
 [Sun Mar 6 11:24:12 2011] **Mark Karpelès:** yep  
 [Sun Mar 6 11:24:33 2011] **mtgox:** see this is where a market maker comes in handy  
 [Sun Mar 6 11:25:02 2011] **Mark Karpelès:** that's what I was about to say  
 [Sun Mar 6 11:25:37 2011] **mtgox:** oh another thing I forgot to add to the recommendations is there is a 10btc trade limit. This should probably be lowered since I added that when a BTC was only .07 or something  
 [Sun Mar 6 11:26:03 2011] **Mark Karpelès:** I see  
 [Sun Mar 6 11:28:33 2011] **Mark Karpelès:** I've forwarded you another email since it's more like a question to you  
 [Sun Mar 6 11:28:46 2011] **Mark Karpelès:** until we have a USD account setup I guess I can depend on you for that  
 [Sun Mar 6 11:29:14 2011] **Mark Karpelès:** monday my representative in US will do the first steps, however I don't know how long it'll take yet  
 [Sun Mar 6 11:29:41 2011] **mtgox:** oh ok great  
 [Sun Mar 6 11:30:01 2011] **Mark Karpelès:** I guess in the meantime you'll still accept ACH transfers  
 [Sun Mar 6 11:30:56 2011] **mtgox:** yeah  
 [Sun Mar 6 11:31:07 2011] **Mark Karpelès:** ok  
 [Sun Mar 6 12:09:21 2011] **mtgox:** yeah search for these emails: donald.raggio@gmail.com  
 [Sun Mar 6 12:09:35 2011] **mtgox:** that is who got the coins stolen first  
 [Sun Mar 6 12:13:03 2011] **Mark Karpelès:** ok  
 [Mon Mar 7 22:53:58 2011] **Mark Karpelès:** btw just for info I asked Baron to provide me name & address so I can send him some legalese

[Mon Mar 7 22:58:25 2011] **Mark Karpelès:** (no reply yet)

[Mon Mar 7 23:26:18 2011] **mtgox:** ok I asked his address awhile ago and he refused to give it to me.

[Mon Mar 7 23:36:11 2011] **Mark Karpelès:** well, here I need it anyway

[Mon Mar 7 23:36:20 2011] **Mark Karpelès:** can't proceed without knowing who I'm talking to

[Mon Mar 7 23:36:40 2011] **Mark Karpelès:** in case of refusal I'll have to mail him again in one week, then once again one week later

[Mon Mar 7 23:37:45 2011] **Mark Karpelès:** if he still refuses it shouldn't be too difficult to solve this issue

[Sun Mar 13 22:47:21 2011] **Mark Karpelès:** hey

[Sun Mar 13 22:47:27 2011] **Mark Karpelès:** just dropping a note, everything's fine here

[Sun Mar 13 22:47:34 2011] **Mark Karpelès:** (for now)

[Sun Mar 13 22:56:30 2011] **mtgox:** ok good. how was the earthquake?

[Sun Mar 13 22:57:44 2011] **Mark Karpelès:** let's say I was surprised

[Sun Mar 13 22:57:45 2011] **Mark Karpelès:** :D

[Sun Mar 13 22:57:57 2011] **mtgox:** yeah pretty crazy

[Sun Mar 13 22:58:08 2011] **Mark Karpelès:** after the first wave we all got outside to the nearest temple

[Sun Mar 13 22:58:10 2011] **Mark Karpelès:** then we waited

[Sun Mar 13 22:58:19 2011] **Mark Karpelès:** got a second big wave, then a lot of smaller waves

[Sun Mar 13 22:58:31 2011] **Mark Karpelès:** then we went back to the office, put everything in a safe position, and got home

[Sun Mar 13 22:58:45 2011] **Mark Karpelès:** I hosted some people from the office who couldn't get home because it was too far (no trains)

[Sun Mar 13 22:59:26 2011] **mtgox:** but nothing was damaged?

[Sun Mar 13 22:59:31 2011] **Mark Karpelès:** nothing

[Sun Mar 13 22:59:40 2011] **mtgox:** that's good.

[Sun Mar 13 22:59:44 2011] **Mark Karpelès:** not here anyway

[Sun Mar 13 22:59:51 2011] **Mark Karpelès:** can't say that about the people in the north

[Sun Mar 13 23:00:01 2011] **mtgox:** yeah I saw some crazy mud slide videos

[Sun Mar 13 23:00:27 2011] **Mark Karpelès:** yeah, flaming tsunami running after you

[Sun Mar 13 23:00:32 2011] **mtgox:** heh

[Sun Mar 13 23:00:44 2011] **mtgox:** so any word about the US bank account?

[Sun Mar 13 23:00:59 2011] **Mark Karpelès:** guess I have to mail again

[Tue Mar 29 02:01:48 2011] **mtgox:** hey

[Tue Mar 29 07:38:59 2011] **Mark Karpelès:** hi

[Tue Mar 29 10:50:46 2011] **Mark Karpelès:** hi

[Tue Mar 29 10:51:10 2011] **mtgox:** hey

[Tue Mar 29 10:51:24 2011] **mtgox:** I was just writing because I thought mtgox was down

[Tue Mar 29 10:55:37 2011] **Mark Karpelès:** it's not down

[Tue Mar 29 10:55:40 2011] **Mark Karpelès:** flush your hosts file

[Tue Mar 29 10:56:16 2011] **mtgox:** oh you moved it?

[Tue Mar 29 10:56:38 2011] **Mark Karpelès:** yep

[Tue Mar 29 10:56:40 2011] **Mark Karpelès:** was planned initially

[Tue Mar 29 10:56:55 2011] **Mark Karpelès:** and the dns is no longer theplanet's dns, so it works fine

[Tue Mar 29 10:56:58 2011] **mtgox:** ok how is everything else going?

[Tue Mar 29 10:57:09 2011] **Mark Karpelès:** except for the people with the entry in the hosts file, no down should have been visible

[Tue Mar 29 10:57:39 2011] **Mark Karpelès:** euro bank account is online, and I'm trying to finish the new mtgox version, I fixed a few bugs and someone exploited another weakness in mtgox's code

[Tue Mar 29 10:57:52 2011] **Mark Karpelès:** but I could block part of it, and it seems to have had a limited impact

[Tue Mar 29 10:57:53 2011] **mtgox:** oh what did it let them do?

[Tue Mar 29 10:58:38 2011] **mtgox:** you should maybe add dwolla support it seems to be getting popular

[Tue Mar 29 10:58:42 2011] **Mark Karpelès:** basically, sending lots of withdraw request at the same time could allow someone to withdraw more btc than they have

[Fri Apr 8 13:31:52 2011] **Mark Karpelès:** hi, just a message about a guy (Todd Bethell) who want his funds credited asap it seems, and he's being a bit noisy about it~

[Fri Apr 8 22:14:12 2011] **mtgox:** how much did he send?

[Fri Apr 8 22:50:54 2011] **Mark Karpelès:** let me check

[Fri Apr 8 22:51:17 2011] **Mark Karpelès:**

It's been 4 hours since \$1000 was transferred into your account. It is business hours in NY, but perhaps the funds can't be credited to 'Businessaccount1' until the start of the day in Japan??? Please advise.

[Fri Apr 8 22:51:19 2011] **Mark Karpelès:** that's what he said

[Fri Apr 8 22:51:27 2011] **mtgox:** I see nothing from him

[Fri Apr 8 22:52:26 2011] **mtgox:** oh maybe this

[Fri Apr 8 22:52:36 2011] **mtgox:** does he say where it is coming from?

[Fri Apr 8 22:53:16 2011] **Mark Karpelès:** Ok, thank. I think I will talk to them about opening a Chase business account for a domain that I just registered www.fastbitcoins.com

[Fri Apr 8 22:53:22 2011] **Mark Karpelès:** he spoke about lots of stuff

[Fri Apr 8 22:53:29 2011] **Mark Karpelès:** that's the quickpay guy

[Fri Apr 8 22:53:34 2011] **mtgox:** yeah

[Fri Apr 8 22:53:48 2011] **mtgox:** I guess this is him

[Fri Apr 8 22:53:51 2011] **mtgox:** I just see.

[Fri Apr 8 22:53:52 2011] **mtgox:** Transfer from CHK XXXXX2934

[Fri Apr 8 22:55:12 2011] **mtgox:** he never told us his mtgox username :)

[Fri Apr 8 22:58:02 2011] **Mark Karpelès:** Businessaccount1

[Fri Apr 8 22:58:06 2011] **Mark Karpelès:** that's his login I guess

[Fri Apr 8 22:59:16 2011] **mtgox:** doesn't exist

[Fri Apr 8 22:59:42 2011] **mtgox:** how is the account opening going?

[Fri Apr 8 22:59:42 2011] **Mark Karpelès:** ok

[Fri Apr 8 22:59:54 2011] **Mark Karpelès:** I'll ask him his login and will credit the \$1000 since you confirm you got them

[Fri Apr 8 23:00:07 2011] **mtgox:** I emailed him already

[Fri Apr 8 23:00:10 2011] **Mark Karpelès:** ok

[Fri Apr 8 23:00:22 2011] **Mark Karpelès:** for the account I got the list of required document

[Fri Apr 8 23:00:33 2011] **mtgox:** what bank?

[Fri Apr 8 23:00:57 2011] **Mark Karpelès:** I don't know at this point, the agent has made a list of generic documents, and will try different banks until it works

[Fri Apr 8 23:01:08 2011] **Mark Karpelès:** they need a crapload of stuff

[Fri Apr 8 23:01:38 2011] **mtgox:** I'll be in nyc on tuesday if you need help with it

[Fri Apr 8 23:01:56 2011] **mtgox:** how much does the agent charge?

[Fri Apr 8 23:02:09 2011] **Mark Karpelès:** \$200

[Fri Apr 8 23:02:23 2011] **Mark Karpelès:** that's an additional service on top of company registration & stuff

[Fri Apr 8 23:02:33 2011] **Mark Karpelès:** (I got a LLC in US since ~2008)

[Fri Apr 8 23:03:16 2011] **Mark Karpelès:** got even the IRS registration :)

[Fri Apr 8 23:03:39 2011] **mtgox:** that will make things easier

[Fri Apr 8 23:04:11 2011] **mtgox:** have you looked to see if any US banks have an API for sending and receiving?

[Fri Apr 8 23:05:40 2011] **Mark Karpelès:** they charge too much for apis

[Fri Apr 8 23:05:54 2011] **Mark Karpelès:** any bank without overly complex html interface will do

[Fri Apr 8 23:06:16 2011] **Mark Karpelès:** I gave up with the french bank api, I automated the whole process from the web interface :D

[Fri Apr 8 23:06:19 2011] **mtgox:** you are going to screen scrape?

[Fri Apr 8 23:06:21 2011] **Mark Karpelès:** (their csv exports were crap)

[Fri Apr 8 23:06:31 2011] **Mark Karpelès:** html scrape

[Fri Apr 8 23:06:37 2011] **mtgox:** yeah

[Fri Apr 8 23:06:52 2011] **Mark Karpelès:** rather easy as long as they don't put captcha or OTP

[Fri Apr 8 23:06:58 2011] **mtgox:** sad that that is easier than their API

[Fri Apr 8 23:07:30 2011] **mtgox:** I'd look at INGdirect since it is an all online bank seems like they might have their stuff together more

[Fri Apr 8 23:08:08 2011] **Mark Karpelès:** it looks usable

[Fri Apr 8 23:08:41 2011] **Mark Karpelès:** <https://secure.ingdirect.com> <- looks like good old html

[Fri Apr 8 23:10:43 2011] **Mark Karpelès:** if you were to open an account for my US company, you know which document you'd need ?

[Fri Apr 8 23:10:57 2011] **Mark Karpelès:** (I don't even know if you can do that)

[Fri Apr 8 23:11:12 2011] **mtgox:** Oh no idea. I haven't looked at all

[Fri Apr 8 23:12:16 2011] **Mark Karpelès:** btw I modified the "Trades" table to add links to Activity (modified this one too to add an auto increment), and added fees to "Trades"

[Fri Apr 8 23:12:57 2011] **mtgox:** k how is the rewrite going?

[Fri Apr 8 23:13:13 2011] **mtgox:** I was going to finally send you the doc about margin trading today

[Fri Apr 8 23:13:18 2011] **Mark Karpelès:** I hope to be able to launch in april, it'll depend on how fast I can get the design done

[Fri Apr 8 23:16:01 2011] **Mark Karpelès:** <http://www.bitcoin.org/smf/index.php?topic=5564> <- btw

[Fri Apr 8 23:16:14 2011] **mtgox:** that the DP thread?

[Fri Apr 8 23:16:16 2011] **Mark Karpelès:** yep

[Fri Apr 8 23:16:21 2011] **Mark Karpelès:** some interesting talk in there

[Fri Apr 8 23:16:33 2011] **Mark Karpelès:** (and I'm going to sleep a bit now, I'm completely tired)

[Fri Apr 8 23:18:44 2011] **mtgox:** ok talk to you soon

[Fri Apr 8 23:19:14 2011] **Mark Karpelès:** ok

[Fri Apr 8 23:19:25 2011] **Mark Karpelès:** and if you get any info on opening a bank account I'm taking

[Fri Apr 8 23:19:41 2011] **Mark Karpelès:** especially if it doesn't require me to generate a crapload of documents, including a full presentation of the company

[Fri Apr 8 23:20:59 2011] **Mark Karpelès:** btw LR is still acting up

[Fri Apr 8 23:21:09 2011] **Mark Karpelès:** status.php is not being called anymore on LR transactions, I sent them an email

[Sat Apr 9 08:24:00 2011] **Mark Karpelès:** hey

[Sat Apr 9 08:24:17 2011] **Mark Karpelès:** this Todd guy seems a bit suspicious, can you confirm the received funds are non reversible ?

[Sat Apr 9 08:24:31 2011] **Mark Karpelès:** (ie. no chargeback possible)

[Sat Apr 9 08:31:50 2011] **mtgox:** what was suspicious?

[Sat Apr 9 08:33:26 2011] **Mark Karpelès:** CHK XXXXX2934 <- you're 100% sure it's a transfer can can't be reverted?

[Sat Apr 9 08:33:41 2011] **mtgox:** well no

[Sat Apr 9 08:34:07 2011] **mtgox:** I don't think it can be but maybe if he complains enough to the bank it can be



[Sat Apr 9 08:34:39 2011] **Mark Karpelès:** a well known scam in France consist of buying a car from someone by bank transfer, but instead depositing a stolen cheque instead, the credit will appear on the bank account, the guy get the car, then the owner of the cheque will complain and get it cancelled

[Sat Apr 9 08:35:09 2011] **Mark Karpelès:** I don't know if this'd work in US, of ir the "CHK" just means "checking account"

[Sat Apr 9 08:35:41 2011] **mtgox:** yeah I don't think it was a check deposit. I think it was a transfer from his checking account

[Sat Apr 9 08:35:54 2011] **Mark Karpelès:** ok

[Sat Apr 9 08:35:56 2011] **mtgox:** when it is a check deposit they show me the actual check

[Sat Apr 9 08:36:01 2011] **Mark Karpelès:** then it's fine, I guess

[Sat Apr 9 08:36:06 2011] **mtgox:** but I can call the bank

[Sat Apr 9 08:36:17 2011] **mtgox:** and make sure it can't be reversed

[Sat Apr 9 08:36:34 2011] **mtgox:** did he reply to you?

[Sat Apr 9 08:36:38 2011] **Mark Karpelès:** not yet

[Sat Apr 9 08:36:51 2011] **Mark Karpelès:** I guess it's fine, but I tend to be wary of customers who want stuff done too quickly

[Sat Apr 9 08:37:06 2011] **Mark Karpelès:** in this case it might be linked to the recent market activity, but we can't be sure

[Sat Apr 9 08:37:38 2011] **mtgox:** yeah

[Sat Apr 9 08:39:31 2011] **mtgox:** oh I didn't see this last exchange

[Sat Apr 9 08:39:37 2011] **mtgox:** who is this Jared guy :)

[Sat Apr 9 08:40:07 2011] **Mark Karpelès:** dunno

[Sat Apr 9 08:40:12 2011] **Mark Karpelès:** the other guy added him as copy

[Sat Apr 9 08:40:48 2011] **Mark Karpelès:** Recently a class mate of mine named Jared Turner who is the owner of PlayNTrade (and a bunch of other companies) told me he wanted to franchise FAST Scanning all over North America. "Great!" I said.

[Sat Apr 9 08:40:52 2011] **Mark Karpelès:** this, I guess

[Sat Apr 9 08:40:59 2011] **Mark Karpelès:** <http://www.playntrade.com/default.aspx> <- the url

[Sat Apr 9 08:52:25 2011] **mtgox:** well the \$7500 deposit is pending

[Sat Apr 9 08:52:43 2011] **Mark Karpelès:** we still need him to confirm his account name, but it should be fine

[Sat Apr 9 08:53:18 2011] **Mark Karpelès:** I saw your email about margin trading, will read it & look more into it soon

[Sat Apr 9 11:12:50 2011] **Mark Karpelès:** the guy confirm "businessaccount1" is his account

[Sat Apr 9 11:13:00 2011] **Mark Karpelès:** I'm confirming with him if he wants the "t" added

[Sat Apr 9 11:13:24 2011] **Mark Karpelès:** in the meantime I'll let you credit the \$1000 to account 4318

[Sat Apr 9 11:13:40 2011] **Mark Karpelès:** (just to avoid doing it at the same time as you, which wouldn't be good)

[Sat Apr 9 11:13:53 2011] **mtgox:** ok

[Sat Apr 9 11:14:06 2011] **mtgox:** do you want to hold his funds?

[Sat Apr 9 11:14:58 2011] **Mark Karpelès:** nah

[Sat Apr 9 11:14:59 2011] **Mark Karpelès:** should be fine

[Sat Apr 9 11:15:15 2011] **Mark Karpelès:** I've kept the \$1000/day limit for now

[Sat Apr 9 11:15:41 2011] **Mark Karpelès:** (and allow people to withdraw more if they confirm their identity, which I book with their withdraw)

[Sat Apr 9 11:16:06 2011] **mtgox:** ok I funded him

[Sat Apr 9 11:16:21 2011] **Mark Karpelès:** ok

[Sat Apr 9 11:16:29 2011] **Mark Karpelès:** we'll see for his \$7500

[Mon Apr 11 01:29:45 2011] **mtgox:** hey so this \$7500 from that guy is a check. I think I should credit him but hold his funds. It looks like he wants to trade anyway. He has done both buying and selling so far.

[Mon Apr 11 07:17:21 2011] **Mark Karpelès:** heh

[Mon Apr 11 07:17:28 2011] **Mark Karpelès:** so add 7500 USD, and set hold to 7500000

[Mon Apr 11 07:17:30 2011] **Mark Karpelès:** (I guess)

[Mon Apr 11 07:17:54 2011] **Mark Karpelès:** can you ask your bank about the cancellation timeframe for checks ?

[Mon Apr 11 07:26:21 2011] **mtgox:** yeah on monday

[Mon Apr 11 07:26:47 2011] **mtgox:** I can't set the hold though since I don't have write access to the DB

[Mon Apr 11 07:37:28 2011] **Mark Karpelès:** I'll set it

[Mon Apr 11 07:37:39 2011] **Mark Karpelès:** just wanted you to confirm the value to be set is indeed 7500000

[Mon Apr 11 09:45:04 2011] **mtgox:** yeah that is right

[Mon Apr 11 10:05:55 2011] **Mark Karpelès:** ok (done it)

[Mon Apr 11 10:06:12 2011] **Mark Karpelès:** can you ask your bank how long until the check is guaranteed non reversible ?

[Mon Apr 11 10:15:53 2011] **mtgox:** yeah on monday

[Mon Apr 11 10:16:13 2011] **Mark Karpelès:** ok

[Mon Apr 11 10:16:23 2011] **Mark Karpelès:** btw I tried to contact LR with their contact form, but got no answer yet

[Wed Apr 13 22:55:40 2011] **mtgox:** whoa did someone make a huge EUR deposit. the balance was under 200k yesterday

[Wed Apr 13 22:57:28 2011] **Mark Karpelès:** got a ~60k\$ deposit

[Wed Apr 13 22:57:32 2011] **Mark Karpelès:** and the guy bought a lot

[Wed Apr 13 22:57:48 2011] **mtgox:** nice

[Wed Apr 13 22:58:05 2011] **Mark Karpelès:** we've hit \$1 again for a few minutes

[Wed Apr 13 22:58:15 2011] **Mark Karpelès:** however LR dried up soon after

[Wed Apr 13 22:58:19 2011] **Mark Karpelès:** (normal)



[Wed Apr 13 22:58:56 2011] **Mark Karpelès:** btw I changed the SSL certificate on mtgox, you can drop the godaddy thing if they ask renewing (explicitly cancel it or they'll bill you automatically)

[Wed Apr 13 22:59:08 2011] **mtgox:** ok cool

[Wed Apr 13 22:59:45 2011] **mtgox:** oh why do you need Qt to build the websocket?

[Wed Apr 13 23:00:13 2011] **Mark Karpelès:** because I want to do a few more complex things, including the ability to login and receive own account's trade via websocket

[Wed Apr 13 23:00:27 2011] **Mark Karpelès:** I'm pretty sure some people will like this

[Wed Apr 13 23:00:41 2011] **mtgox:** but I mean why qt rather than boost?

[Wed Apr 13 23:00:49 2011] **Mark Karpelès:** because Qt is easier to use?

[Wed Apr 13 23:00:49 2011] **Mark Karpelès:** :D

[Wed Apr 13 23:00:52 2011] **mtgox:** and you can also do all that with tornado

[Wed Apr 13 23:01:18 2011] **Mark Karpelès:** also I can remove the whole python thing, and have a minimal framework of non-php code, and all the core in php

[Wed Apr 13 23:04:24 2011] **Mark Karpelès:** some people noticed the cert change

[22:47:14] <da2ce7> MagicalTux, have you changed your tls cert on purpose?

[22:47:36] <MagicalTux> da2ce7: the old one was godaddy DV, and expired in ~3 months

[22:47:37] <da2ce7> new one is 5D:57:02:AF:2D:4D:54:32:73:AD:C1:EE:21:07:98:9A:9C:B4:5F:D7

[22:48:10] <da2ce7> not it didn't, it expired on the 2011-07-17 17:46:07

[22:48:11] <MagicalTux> yeah, if you hash it with sha&

[22:48:26] <MagicalTux> da2ce7: 2011-07 is in 3 months

[22:48:36] <da2ce7> :P

[22:48:41] <da2ce7> ok cool.

[22:48:52] <da2ce7> i'll accept.

[22:48:56] <da2ce7> :)

[Wed Apr 13 23:06:03 2011] **mtgox:** funny

[Wed Apr 13 23:06:35 2011] **mtgox:** why did you sell your BTC with that guy still holding ~30k in USD?

[Wed Apr 13 23:06:40 2011] **mtgox:** price is surely going up :)

[Wed Apr 13 23:07:29 2011] **Mark Karpelès:** yeah, but I don't want to abuse my knowledge of this kind of infos, and anyway those btc were obtained when I sold services on kalyhost with an exchange rate of ~0.9, so I'm back on budget

[Wed Apr 13 23:08:23 2011] **mtgox:** ah that is honest of you

[Wed Apr 13 23:09:08 2011] **Mark Karpelès:** if I play the trading platform game, I cannot play the trader game at the same time

[Wed Apr 13 23:09:55 2011] **mtgox:** I'm sure the people that run the NYSE also trade :)

[Wed Apr 13 23:10:07 2011] **Mark Karpelès:** :D

[Wed Apr 13 23:10:20 2011] **mtgox:** but yeah that is the best thing to do is keep them separate

[Wed Apr 13 23:10:33 2011] **Mark Karpelès:** I'm too lazy for this kind of games anyway

[Fri Apr 15 08:11:06 2011] **Mark Karpelès:** hi

[Fri Apr 15 08:11:09 2011] **Mark Karpelès:** someone about to do a wire is asking:

[Fri Apr 15 08:11:13 2011] **Mark Karpelès:**

Is this a personal or business account?  
and a checking or savings account?

[Fri Apr 15 09:05:54 2011] **mtgox:** business

[Fri Apr 15 09:05:57 2011] **mtgox:** checking

[Sat Apr 16 11:12:09 2011] **Mark Karpelès:** any ETA for LR funds?

[Sat Apr 16 22:21:42 2011] **mtgox:** should be there already

[Sat Apr 16 22:35:16 2011] **Mark Karpelès:** nothing at this point

[Sat Apr 16 23:35:24 2011] **Mark Karpelès:** (and that's kind of problematic)

[Sun Apr 17 00:42:37 2011] **Mark Karpelès:**

[00:22:52] <genjix> depositing a large amount of money

[00:23:00] <genjix> around 30k

[00:23:16] <genjix> it's fully clean.

[00:23:46] <MagicalTux> intl wire? euro? usd?

[00:23:53] <genjix> usd

[00:24:00] <MagicalTux> I meant US, not usd

[00:24:04] <genjix> he wants to buy before tomorrow

[00:24:05] <genjix> US

[Sun Apr 17 00:42:47 2011] **Mark Karpelès:** some guy is ready to pay to have 30k deposited on his account before monday

[Sun Apr 17 00:42:59 2011] **Mark Karpelès:** and ask if there's a way

[Sun Apr 17 00:45:35 2011] **Mark Karpelès:** if it's possible, there's probably a way to charge extra "urgency" fees

[Sun Apr 17 00:45:45 2011] **Mark Karpelès:** (speaking of urgency, would be great to check those LR too)

[Sun Apr 17 00:46:01 2011] **Mark Karpelès:** anyway I'm going to sleep, if you can think of a way, come to IRC and talk to genjix

[Sun Apr 17 02:41:37 2011] **mtgox:** only way is LR

[Sun Apr 17 02:41:47 2011] **mtgox:** bank is closed on the weekend

[Mon Apr 18 22:50:26 2011] **Mark Karpelès:** hi

[Mon Apr 18 22:50:28 2011] **Mark Karpelès:** any news of the LR ?

[Mon Apr 18 23:01:19 2011] **mtgox:** no you can email him to see what's up

[Fri Apr 22 07:10:46 2011] **mtgox:** hey can you hold the funds of user 231

[Fri Apr 22 07:11:05 2011] **mtgox:** he wants to borrow 8k with his btc as collateral

[Fri Apr 22 07:11:20 2011] **mtgox:** I've met him in person before and chatted with him a lot

[Fri Apr 22 07:12:33 2011] **mtgox:** I was about to take this offer at 1.2 though :)

[Fri Apr 22 07:12:44 2011] **mtgox:** oops wrong window

[Fri Apr 22 08:42:57 2011] **Mark Karpelès:** mh?

[Fri Apr 22 08:43:21 2011] **mtgox:** just the top 3 lines

[Fri Apr 22 08:43:46 2011] **mtgox:** basically can you hold the funds of user 231

[Fri Apr 22 08:43:57 2011] **Mark Karpelès:** ok

[Fri Apr 22 08:44:36 2011] **mtgox:** thanks. Gox seems to be rocking lately. on pace to make more than 100k in a year right

[Fri Apr 22 08:44:46 2011] **Mark Karpelès:** yeah

[Fri Apr 22 08:44:55 2011] **Mark Karpelès:** euro have been adding a lot of liquidity

[Fri Apr 22 08:45:05 2011] **Mark Karpelès:** there are 10~30 deposits each day processed automatically

[Fri Apr 22 08:45:11 2011] **mtgox:** awesome

[Fri Apr 22 08:45:35 2011] **mtgox:** have you looked into dwolla?

[Fri Apr 22 08:45:51 2011] **mtgox:** I'm kind of itching to close down this US account

[Fri Apr 22 08:46:21 2011] **Mark Karpelès:** heh

[Fri Apr 22 08:47:02 2011] **Mark Karpelès:** here I'm producing documentation to open the account, I'm almost done (waiting for my japanese bank to issue a few certificates), I'll send all that next week via fedex, and have the new bank account open probably early may

[Fri Apr 22 08:47:09 2011] **Mark Karpelès:** going to switch mtgox to the new system may 1st too

[Fri Apr 22 08:47:40 2011] **Mark Karpelès:** btw Dwolla is only available in US

[Fri Apr 22 08:48:00 2011] **mtgox:** yeah US is big though

[Fri Apr 22 08:49:18 2011] **Mark Karpelès:** mh

[Fri Apr 22 08:56:31 2011] **Mark Karpelès:** registered on dwolla :)

[Fri Apr 22 08:58:47 2011] **mtgox:** people are interested in options: <http://www.bitcoin.org/smf/index.php?topic=6260.msg91874;topicseen#msg91874>

[Fri Apr 22 08:58:56 2011] **mtgox:** this is maybe easier to implement than margin trading

[Fri Apr 22 09:01:59 2011] **Mark Karpelès:** btw I removed the sleep(6) on login

[Fri Apr 22 09:06:35 2011] **mtgox:** you have something else to prevent dictionary attacks now?

[Fri Apr 22 09:07:16 2011] **Mark Karpelès:** yep

[Fri Apr 22 09:07:27 2011] **Mark Karpelès:** I limit to 10 bad passwords per 24 hours per ip

[Fri Apr 22 09:07:38 2011] **mtgox:** ok good

[Fri Apr 22 09:07:48 2011] **Mark Karpelès:** new sql table LoginVelocity

[Fri Apr 22 10:58:35 2011] **mtgox:** <http://www.bitcoin.org/smf/index.php?topic=6261.msg91924;topicseen#msg91924>

[Fri Apr 22 11:00:01 2011] **Mark Karpelès:** you got the confirmation from the bank that funds from the other time cannot be reversed?

[Fri Apr 22 11:02:22 2011] **mtgox:** well I never asked but the transfer was between accounts authorized by him and he seems legit so I don't think it is a worry

[Fri Apr 22 11:02:33 2011] **Mark Karpelès:** ok

[Fri Apr 22 11:02:44 2011] **mtgox:** plus he is actually trading

[Fri Apr 22 11:03:14 2011] **mtgox:** I'd tell him why though. people like taht create a lot of volume for the site

[Fri Apr 22 22:03:44 2011] **mtgox:** you had gox bot sell?

[Fri Apr 22 22:19:19 2011] **Mark Karpelès:** yep

[Fri Apr 22 22:19:55 2011] **Mark Karpelès:** need to do accounting, and having all the assets at a fixed rate makes stuff easier

[Fri Apr 22 22:22:23 2011] **mtgox:** but you also need to refill the lost BTC

[Fri Apr 22 22:22:44 2011] **Mark Karpelès:** yep

[Fri Apr 22 22:23:55 2011] **mtgox:** well whatever you want to do but I think you should avoid selling the BTC if you can. it will be worth much more at the end of the year

[Fri Apr 22 22:23:58 2011] **Mark Karpelès:** however for the 2010 accounting it was better that way (need to fill the fee\_\* values too)

[Fri Apr 22 22:24:32 2011] **Mark Karpelès:** I'm working on improving the generation of bitcoin addresses on mtgox by not using the bitcoin client at all for that

[Fri Apr 22 22:58:49 2011] **Mark Karpelès:** oh btw if you could do a google docs spreadsheet or something with the mtgox funds/coins you still have, it'd make stuff easier here

[Fri Apr 22 23:00:28 2011] **mtgox:** ok

[Fri Apr 22 23:00:43 2011] **mtgox:** oh I was wondering. did baron ever contact you again?

[Fri Apr 22 23:01:18 2011] **Mark Karpelès:** only a bit

[Fri Apr 22 23:01:27 2011] **Mark Karpelès:** some stuff about starting a lawsuit or something

[Fri Apr 22 23:01:31 2011] **Mark Karpelès:** I sent him the address of my lawyer

[Fri Apr 22 23:01:34 2011] **Mark Karpelès:** didn't get anything since then

[Fri Apr 22 23:02:00 2011] **mtgox:** man I wish I had locked his funds when there was 75k in it. Oh well

[Fri Apr 22 23:02:50 2011] **Mark Karpelès:** well, here I'm trying to get a legal seal on this saying we are doing the right thing, however it'll require ~1 year or so

[Fri Apr 22 23:03:19 2011] **mtgox:** whoa a year

[Fri Apr 22 23:05:35 2011] **Mark Karpelès:** btw if you want to know, I wrote a system similar to blockexplorer that allows me to get an internal representation of the blockchain, and will allow me to easily check for incoming funds on LOTS of bitcoins addresses without having to poll the bitcoind for each address

[Fri Apr 22 23:05:54 2011] **Mark Karpelès:** planning on adding addr activity alerts too (to monitor bitcoin addrs holding stolen funds)

[Sat Apr 23 11:38:02 2011] **Mark Karpelès:** hi  
 [Sat Apr 23 11:38:20 2011] **mtgox:** hey  
 [Sat Apr 23 11:39:13 2011] **Mark Karpelès:** I'm on phone with Bruce, he asks if you got his deposit  
 [Sat Apr 23 11:39:25 2011] **mtgox:** yeah its pending  
 [Sat Apr 23 11:39:28 2011] **Mark Karpelès:** ok  
 [Sat Apr 23 11:40:02 2011] **mtgox:** you should buy back those btc for gox bot. I have \$80k pending  
 [Sat Apr 23 11:40:02 2011] **Mark Karpelès:** been talking about the article in Forbes  
 [Sat Apr 23 11:40:12 2011] **mtgox:** price will be \$2 next week  
 [Sat Apr 23 11:40:26 2011] **mtgox:** tell bruce hi  
 [Sat Apr 23 11:42:44 2011] **Mark Karpelès:** he's going to help me open the bank account for the US company in NY  
 [Sat Apr 23 11:45:22 2011] **mtgox:** oh ok great  
 [Sat Apr 23 11:45:38 2011] **Mark Karpelès:** we'll try to get this running before Forbes is out  
 [Sat Apr 23 11:45:53 2011] **mtgox:** it already came out right?  
 [Sat Apr 23 11:46:08 2011] **Mark Karpelès:** the article is out online, but the printed copy will be out soon  
 [Sat Apr 23 11:46:27 2011] **mtgox:** I wonder what the difference in circulation is?  
 [Sat Apr 23 11:47:13 2011] **Mark Karpelès:** he predicts it's going to be a blast once out in print  
 [Sat Apr 23 11:53:43 2011] **Mark Karpelès:** ok  
 [Sat Apr 23 22:58:24 2011] **mtgox:** mtgox is seeming really slow?  
 [Sat Apr 23 23:00:03 2011] **Mark Karpelès:** let me check  
 [Sat Apr 23 23:21:31 2011] **mtgox:** does it seem slow to you?  
 200 OK 12.66s  
 [Sat Apr 23 23:23:01 2011] **Mark Karpelès:** magicaltux@Memol ~ \$ time curl -s http://mtgox.com >/dev/null  
 real 0m0.571s  
 user 0m0.000s  
 sys 0m0.000s  
 [Sat Apr 23 23:23:06 2011] **Mark Karpelès:** got 0.5s from Japan  
 [Sat Apr 23 23:23:25 2011] **Mark Karpelès:** that's slow, but not as excessive as 12s  
 [Sat Apr 23 23:23:51 2011] **mtgox:** this is when I do something like place an order  
 [Sat Apr 23 23:23:55 2011] **mtgox:** maybe it is the DB  
 [Sat Apr 23 23:24:01 2011] **Mark Karpelès:** ok  
 [Sat Apr 23 23:24:04 2011] **Mark Karpelès:** I/O sync  
 [Sat Apr 23 23:24:18 2011] **Mark Karpelès:** probably related to the chain import  
 [Sat Apr 23 23:25:24 2011] **mtgox:** seems better now I guess  
 [Sat Apr 23 23:26:16 2011] **Mark Karpelès:** reducing import speed  
 [Tue Apr 26 03:13:18 2011] **mtgox:** can you unblock account 231 when you get a chance  
 [Tue Apr 26 06:52:25 2011] **mtgox:** this idoc guy seems sketchy to me. I guess there isn't much we can do though  
 [Tue Apr 26 10:32:56 2011] **Mark Karpelès:** unblocking 231  
 [Tue Apr 26 10:33:22 2011] **mtgox:** k thanks  
 [Tue Apr 26 10:33:29 2011] **Mark Karpelès:** as for idoc, not much we can do indeed, I noticed right from the start he'd be troublesome  
 [Tue Apr 26 10:33:40 2011] **Mark Karpelès:** but I kinda hoped it'd get better with time  
 [Tue Apr 26 10:34:29 2011] **mtgox:** He really sounds like a teenager. I hope he isn't stealing his parents money or something crazy  
 [Tue Apr 26 10:37:23 2011] **Mark Karpelès:** well, in this kind of cases we are (kinda) covered by the fact his parents are the ones supposed to protect their bank account  
 [Tue Apr 26 10:37:39 2011] **Mark Karpelès:** and we won't be able to provide a refund without getting the "goods" back anyway  
 [Tue Apr 26 10:38:37 2011] **mtgox:** do you have a beta of the new site up yet?  
 [Tue Apr 26 10:39:29 2011] **Mark Karpelès:** btw I'll need a detail of each transaction since march (just need an excel sheet with date, account id and credit/debit, plus the source), and to know the exact total of USD handled by mtgox (mainly for accounting, at the fiscal year ended march 31st)  
 [Tue Apr 26 10:39:55 2011] **Mark Karpelès:** I'm still working on the beta, I mostly implemented /code/ again with the same API, and will use the same frontend for the time being  
 [Tue Apr 26 10:40:13 2011] **Mark Karpelès:** once I move stuff to my DB I'll be able to work on a new frontend without breaking anything  
 [Tue Apr 26 10:41:01 2011] **mtgox:** you can get that from the DB  
 [Tue Apr 26 10:41:08 2011] **mtgox:** just go  
 [Tue Apr 26 10:41:25 2011] **Mark Karpelès:** yep, I get the "manual" transactions from db  
 [Tue Apr 26 10:41:30 2011] **Mark Karpelès:** (type=9)  
 [Tue Apr 26 10:41:37 2011] **mtgox:** yep  
 [Tue Apr 26 10:42:06 2011] **Mark Karpelès:** mh  
 [Tue Apr 26 10:42:24 2011] **Mark Karpelès:** well, I'll account all those as is, and will not make accounting for the US bank fees for wires  
 [Tue Apr 26 10:45:54 2011] **Mark Karpelès:** btw  
 [Tue Apr 26 10:46:06 2011] **Mark Karpelès:** http://www.newbergconsulting.com/ <- I got someone with an email on this domain asking about the mtgox api  
 [Tue Apr 26 10:46:41 2011] **mtgox:** heh funny  
 [Tue Apr 26 10:46:59 2011] **mtgox:** I'm tempted to make a bot. It seems like it would be fun

[Tue Apr 26 10:47:16 2011] **Mark Karpelès:** especially with 0 fee  
[Tue Apr 26 10:47:17 2011] **Mark Karpelès:** :p  
[Tue Apr 26 10:47:38 2011] **mtgox:** yeah. well it would be a market maker  
[Tue Apr 26 10:47:58 2011] **Mark Karpelès:** I already got one guy acting as market maker here  
[Tue Apr 26 10:48:10 2011] **mtgox:** oh yeah  
[Tue Apr 26 10:48:20 2011] **mtgox:** are you giving him 0 fee?  
[Tue Apr 26 10:48:29 2011] **Mark Karpelès:** right now yep, for an evaluation period  
[Tue Apr 26 10:48:36 2011] **Mark Karpelès:** I'll have to contact him again this week to evaluate the result  
[Tue Apr 26 10:49:02 2011] **mtgox:** hmm there is a pretty big spread right now  
[Tue Apr 26 10:49:30 2011] **mtgox:** what size spread is he guaranteeing?  
[Tue Apr 26 10:50:14 2011] **Mark Karpelès:** he's still in testing, that's one of the thing I'll have to confirm this week  
[Tue Apr 26 11:02:22 2011] **Mark Karpelès:** btw I have discussed the ways to create the MTGox company in Japan (Bitcoin K.K. or something)  
[Tue Apr 26 21:44:49 2011] **mtgox:** Here is the number of Marc Lowe who the wire is coming from: 805-682-4761  
[Tue Apr 26 21:44:59 2011] **mtgox:** Could you call him?  
[Tue Apr 26 21:45:08 2011] **mtgox:** http://lazer.pro/contact.html  
[Tue Apr 26 21:55:10 2011] **mtgox:** Can you tell people to send odd amounts. it is really hard to keep these payments straight  
[Tue Apr 26 22:40:29 2011] **Mark Karpelès:** Okay, I'll add that  
[Tue Apr 26 22:42:02 2011] **Mark Karpelès:** Btw a report on how much funds and bitcoins you have would be great  
[Tue Apr 26 22:42:22 2011] **mtgox:** yeah still on my list to do  
[Wed Apr 27 01:27:43 2011] **mtgox:** I'm going to call this marc lowe guy  
[Wed Apr 27 19:41:05 2011] **mtgox:** you let idoc take all his BTC?  
[Thu Apr 28 08:28:53 2011] **Mark Karpelès:** hi  
[Thu Apr 28 08:29:06 2011] **mtgox:** hey  
[Thu Apr 28 08:29:18 2011] **Mark Karpelès:** we got an incoming \$25015.25 wire  
[Thu Apr 28 08:29:43 2011] **mtgox:** in the euro account?  
[Thu Apr 28 08:29:46 2011] **Mark Karpelès:** yours  
[Thu Apr 28 08:29:50 2011] **Mark Karpelès:** US domestic wire  
[Thu Apr 28 08:29:57 2011] **Mark Karpelès:** for account MemoryDealers  
[Thu Apr 28 08:30:08 2011] **mtgox:** ok  
[Thu Apr 28 08:30:30 2011] **Mark Karpelès:** and that idoc guy says he's wiring another \$30k  
[Thu Apr 28 08:33:07 2011] **Mark Karpelès:** arg  
[Thu Apr 28 08:33:38 2011] **Mark Karpelès:** you told that guy to wire internationally to the euro account?  
[Thu Apr 28 08:39:05 2011] **mtgox:** I told a canadian to wire it to your account  
[Thu Apr 28 08:39:22 2011] **mtgox:** you let idoc take all his BTC?  
[Thu Apr 28 08:40:47 2011] **Mark Karpelès:** up until now, it seems fine based on what I could see  
[Thu Apr 28 09:20:56 2011] **Mark Karpelès:** For the canadian it might be a problem  
[Thu Apr 28 09:21:43 2011] **Mark Karpelès:** The eu account is SEPA only, it can receive international wires, however it costs a lot  
[Thu Apr 28 09:22:39 2011] **Mark Karpelès:** I opened a USD account in japan for intl wires (\$18 fees per deposit)  
[Thu Apr 28 09:23:36 2011] **Mark Karpelès:** And we'll have a canadian bank account that also works in usd and can receive us domestic wires by end of may  
[Thu Apr 28 09:24:41 2011] **mtgox:** how much is a lot?  
[Thu Apr 28 09:25:31 2011] **Mark Karpelès:** Minimum 100€per wire, plus exchange fees, release fees, etc  
[Thu Apr 28 09:25:54 2011] **mtgox:** yeah that is a lot  
[Thu Apr 28 09:26:05 2011] **Mark Karpelès:** I saw this guy's wire, he sent CAD and not EUR  
[Thu Apr 28 09:26:22 2011] **mtgox:** so it is already there then  
[Thu Apr 28 09:26:32 2011] **Mark Karpelès:** And the bank fees are pending (invoice at end of month)  
[Thu Apr 28 09:26:36 2011] **Mark Karpelès:** Yep  
[Thu Apr 28 09:26:55 2011] **Mark Karpelès:** I'll try to get a quote for the fees  
[Thu Apr 28 09:27:16 2011] **Mark Karpelès:** And check if customs are not sneaking around  
[Thu Apr 28 09:27:42 2011] **Mark Karpelès:** It's easier for me to receive such amounts in Japan  
[Thu Apr 28 09:28:09 2011] **Mark Karpelès:** Already got an activity that justifies large transfers  
[Thu Apr 28 09:29:24 2011] **Mark Karpelès:** Btw I'm trying to have new mtgox launched by may 1st  
[Thu Apr 28 09:42:57 2011] **Mark Karpelès:** oh and one last thing  
[Thu Apr 28 09:43:05 2011] **Mark Karpelès:** do you want to make ACH withdraws like euro ?  
[Thu Apr 28 09:43:25 2011] **Mark Karpelès:** ie. instead of having the user send an email, have him fill fields on the site?  
[Thu Apr 28 09:43:46 2011] **Mark Karpelès:** (and it'll send you an email after deducting the balance from the user's account)  
[Thu Apr 28 10:17:59 2011] **mtgox:** aren't you taking over the bank account on may 1st also?  
[Thu Apr 28 11:28:59 2011] **Mark Karpelès:** I don't know if it'll be ready by then  
[Thu Apr 28 11:29:01 2011] **Mark Karpelès:** I sure hope so  
[Thu Apr 28 17:27:10 2011] **mtgox:** what bank is it?  
[Thu Apr 28 17:27:34 2011] **Mark Karpelès:** that's not decided yet

[Thu Apr 28 17:28:01 2011] **Mark Karpeles:** we will probably create a separate company first as it makes things easier

[Thu Apr 28 17:28:38 2011] **Mark Karpeles:** but right now I'm still blocked because I don't know exactly how much is missing from mtgox

[Thu Apr 28 17:29:18 2011] **Mark Karpeles:** it's likely going to be Bank of Montreal in Canada, and their subsidiary in US

[Thu Apr 28 17:29:26 2011] **mtgox:** you haven't decided the bank? There are only 2 days left before the 1st

[Thu Apr 28 17:29:36 2011] **Mark Karpeles:** I put online the new website on 1st

[Thu Apr 28 17:29:55 2011] **Mark Karpeles:** it's exactly the same as the old in terms of frontend, it's just a full rewrite of the backend

[Thu Apr 28 17:30:09 2011] **mtgox:** yeah

[Thu Apr 28 17:30:34 2011] **mtgox:** when are you going to decide on the bank?

[Thu Apr 28 17:30:49 2011] **Mark Karpeles:** I first need to know how much we are missing

[Thu Apr 28 17:30:58 2011] **mtgox:** why didn't you tell me that

[Thu Apr 28 17:31:00 2011] **Mark Karpeles:** both in terms of bitcoin and USD

[Thu Apr 28 17:31:14 2011] **mtgox:** I've been waiting for you to set up an account

[Thu Apr 28 17:31:50 2011] **Mark Karpeles:** well, I have an account setup going on one side that'll take some time, however going through the setup of the company could make things much faster

[Thu Apr 28 17:32:18 2011] **mtgox:** but how long does it take to make the company?

[Thu Apr 28 17:32:26 2011] **Mark Karpeles:** in Japan it takes about 2~3 days

[Thu Apr 28 17:32:55 2011] **mtgox:** but you already have a Japanese company don't you?

[Thu Apr 28 17:33:08 2011] **Mark Karpeles:** yep, but I'm unable to open a bank account in US with this company

[Thu Apr 28 17:33:34 2011] **Mark Karpeles:** the idea is to create a new company with a 5 million yen capital (US\$61k) and pull some wires to get the US bank account open

[Thu Apr 28 17:33:46 2011] **Mark Karpeles:** (in fact, the bank will create and manage the US subsidiary for us)

[Thu Apr 28 17:34:40 2011] **mtgox:** the only difference is the new company will have 61k in capital?

[Thu Apr 28 17:34:53 2011] **Mark Karpeles:** and will include some bankers in its shares

[Thu Apr 28 17:35:27 2011] **mtgox:** you are going to give the bank in Canada a % of the company?

[Thu Apr 28 17:36:25 2011] **Mark Karpeles:** not the Canadian bank, but some individuals, and only a small enough % so they don't get control over the company

[Thu Apr 28 17:36:39 2011] **mtgox:** wow that seems crazy

[Thu Apr 28 17:36:58 2011] **mtgox:** so <49% :)

[Thu Apr 28 17:37:06 2011] **Mark Karpeles:** <25% in fact

[Thu Apr 28 17:37:24 2011] **mtgox:** wow

[Thu Apr 28 17:37:58 2011] **mtgox:** why on earth. Are they giving you money?

[Thu Apr 28 17:38:43 2011] **Mark Karpeles:** I'm trying to have them agree to fill the holes

[Thu Apr 28 17:39:04 2011] **Mark Karpeles:** and provide guarantee on the deposited funds

[Thu Apr 28 17:39:16 2011] **mtgox:** you mean what was stolen from mtgox?

[Thu Apr 28 17:39:18 2011] **Mark Karpeles:** yes

[Thu Apr 28 17:39:34 2011] **mtgox:** that will be filled in like 6 months at this rate

[Thu Apr 28 17:39:49 2011] **mtgox:** This seems like a terrible deal for you

[Thu Apr 28 17:40:03 2011] **Mark Karpeles:** there are many other advantages which we are currently discussing

[Thu Apr 28 17:40:33 2011] **mtgox:** what happened to your agent that was getting you a bank account?

[Thu Apr 28 17:40:39 2011] **Mark Karpeles:** it's still being done

[Thu Apr 28 17:40:48 2011] **Mark Karpeles:** still planned to be done around mid-May

[Thu Apr 28 17:41:46 2011] **Mark Karpeles:** I still think it's a good idea to have banks officially recognize bitcoin exchange

[Thu Apr 28 17:42:06 2011] **mtgox:** well I need to get a better contract with you if you are going to get these banker dudes involved

[Thu Apr 28 17:42:10 2011] **mtgox:** what does that mean?

[Thu Apr 28 17:42:24 2011] **mtgox:** officially recognize?

[Thu Apr 28 17:43:20 2011] **Mark Karpeles:** well

[Thu Apr 28 17:43:30 2011] **Mark Karpeles:** that's a complex story, and it's far from anything done anyway

[Thu Apr 28 17:44:01 2011] **mtgox:** maybe we should take this to the phone quickly

[Thu Apr 28 17:44:32 2011] **mtgox:** can I call you there?

[Thu Apr 28 17:45:02 2011] **Mark Karpeles:** I got a US number that directs to my local IP phone

[Thu Apr 28 17:45:10 2011] **mtgox:** skype?

[Thu Apr 28 17:45:27 2011] **Mark Karpeles:** I don't use skype normally, so no microphone

[Thu Apr 28 17:45:32 2011] **mtgox:** oh ok

[Thu Apr 28 17:45:36 2011] **mtgox:** what number?

[Thu Apr 28 17:45:50 2011] **Mark Karpeles:** let me check

[Thu Apr 28 17:46:00 2011] **Mark Karpeles:** hope we'll have less lag than last time someone called me on that number

[Thu Apr 28 17:47:51 2011] **Mark Karpeles:** (302)444-5240

[Thu Apr 28 17:59:31 2011] **mtgox:** dwolla.com

[Thu Apr 28 18:09:54 2011] **Mark Karpeles:** btw more and more people contact me to ask me if I'm Satoshi

[Thu Apr 28 18:10:51 2011] **mtgox:** heh. I doubt that guy is even Japanese

[Thu Apr 28 18:11:05 2011] **Mark Karpeles:** same here (at the same time, I'm not Japanese either)

[Thu Apr 28 18:20:59 2011] **mtgox:** actually the missing BTC could turn into a big liability if the price does what everyone thinks it will do

[Thu Apr 28 18:21:15 2011] **Mark Karpeles:** yep



[Thu Apr 28 18:22:33 2011] **Mark Karpelès:** btw did we reach 75% of the bitcoins here?

[Thu Apr 28 18:23:19 2011] **Mark Karpelès:** mh

[Thu Apr 28 18:23:22 2011] **mtgox:** what do you mean?

[Thu Apr 28 18:24:08 2011] **Mark Karpelès:** according to the schedule for the contract I'm missing ~152k btc here (at the same time I cannot say things were so smooth here either)

[Thu Apr 28 18:24:31 2011] **mtgox:** oh no

[Thu Apr 28 18:24:37 2011] **Mark Karpelès:** ?

[Thu Apr 28 18:24:58 2011] **mtgox:** I haven't sent more BTC to you

[Thu Apr 28 18:25:03 2011] **Mark Karpelès:** ok

[Thu Apr 28 18:25:06 2011] **mtgox:** so I doubt you have 75%

[Thu Apr 28 18:25:10 2011] **Mark Karpelès:** yep

[Thu Apr 28 18:25:30 2011] **Mark Karpelès:** not much of a problem at this point

[Thu Apr 28 18:25:54 2011] **mtgox:** yeah it seemed like you had plenty

[Thu Apr 28 18:26:24 2011] **mtgox:** also I forgot to mention. You should contact LR I think you can become an exchanger

[Thu Apr 28 18:26:34 2011] **Mark Karpelès:** ok

[Thu Apr 28 18:26:36 2011] **mtgox:** that will make it cheaper to refill the LR

[Thu Apr 28 18:26:36 2011] **Mark Karpelès:** I'll try

[Thu Apr 28 18:26:59 2011] **mtgox:** I sent them an email before and they rejected me because they didn't like the idea of BTC

[Thu Apr 28 18:27:21 2011] **mtgox:** maybe don't mention that and just say you buy and sell for \$. Which is true

[Thu Apr 28 18:29:11 2011] **Mark Karpelès:** mh

[Thu Apr 28 18:29:14 2011] **Mark Karpelès:** earthquake, again

[Thu Apr 28 18:29:51 2011] **mtgox:** serious? ut oh

[Thu Apr 28 18:31:15 2011] **Mark Karpelès:** well, really small

[Thu Apr 28 18:31:46 2011] **Mark Karpelès:** <http://www.jma.go.jp/en/quake/20110428183103389-281828.html>

[Thu Apr 28 18:31:48 2011] **Mark Karpelès:** M5.7

[Thu Apr 28 18:32:54 2011] **Mark Karpelès:** I'm testing dwolla, it seems that it requires the user to be registered too

[Thu Apr 28 18:34:49 2011] **mtgox:** yeah it does

[Thu Apr 28 18:34:57 2011] **mtgox:** but it is easy for them

[Thu Apr 28 18:35:01 2011] **Mark Karpelès:** ok

[Thu Apr 28 22:37:59 2011] **mtgox:** So how many BTC do you have there now?

[Fri Apr 29 11:08:40 2011] **Mark Karpelès:** 128794.07000000

[Fri Apr 29 11:35:00 2011] **mtgox:** oh I thought you said ~152k

[Fri Apr 29 11:38:02 2011] **mtgox:** you only have BTC with the bitcoind connected to mtgox?

[Fri Apr 29 11:38:14 2011] **mtgox:** you didn't move any wny where else?

[Fri Apr 29 11:38:27 2011] **Mark Karpelès:** I use multiple btc clients with automatic spreading

[Fri Apr 29 11:39:31 2011] **mtgox:** ok but on the admin page I can query one of them or it checks all of them?

[Fri Apr 29 11:39:40 2011] **Mark Karpelès:** oh

[Fri Apr 29 11:39:42 2011] **Mark Karpelès:** gives total

[Fri Apr 29 11:39:54 2011] **Mark Karpelès:** never managed to get it to work however, the result doesn't appear anywhere :p

[Fri Apr 29 11:40:27 2011] **mtgox:** firebug :)

[Fri Apr 29 11:40:35 2011] **Mark Karpelès:** anyway I'm planning on dropping the bitcoin client completly

[Fri Apr 29 11:41:00 2011] **mtgox:** I'm just trying to figure out how many coins I owe you

[Fri Apr 29 11:41:00 2011] **Mark Karpelès:** just keep private keys in a secure environment, and create transactions manually, then push them on the bitcoin network

[Fri Apr 29 11:41:05 2011] **Mark Karpelès:** well

[Fri Apr 29 11:41:19 2011] **Mark Karpelès:** I'm missing ~152k to reach 75% of the "total bitcoins" (SELECT SUM(BTC))

[Fri Apr 29 11:41:38 2011] **Mark Karpelès:** without accounting for the lost bitcoins

[Fri Apr 29 11:58:06 2011] **mtgox:** hmm ok. it looks like it was ~94k that was stolen

[Fri Apr 29 11:59:03 2011] **mtgox:** hmm wait

[Fri Apr 29 12:03:13 2011] **mtgox:** ok it is: 94,984 stolen

[Fri Apr 29 12:03:33 2011] **mtgox:** which I think is right since that is what they are bating around from address to address

[Fri Apr 29 12:03:45 2011] **Mark Karpelès:** that's 208k\$ atm

[Fri Apr 29 12:04:09 2011] **mtgox:** I need to send you: 84,860 btc

[Fri Apr 29 12:04:14 2011] **mtgox:** yeah it sucks

[Fri Apr 29 12:04:47 2011] **Mark Karpelès:** btw I got the last missing piece from my japanese bank yesterday, I'll try to send those to my US agent via fedex today (hoping fedex works today)

[Fri Apr 29 12:05:04 2011] **mtgox:** well you also have some btc from baron

[Fri Apr 29 12:05:08 2011] **mtgox:** ok great

[Fri Apr 29 12:06:01 2011] **Mark Karpelès:** I'm thinking also about a policy for forgotten accounts

[Fri Apr 29 12:06:20 2011] **mtgox:** What do you think about you or I trying to buy a bunch of btc on the forum so at least the loss is fixed

[Fri Apr 29 12:06:40 2011] **mtgox:** yeah I was wondering how much is in accounts people haven't looked at in months

[Fri Apr 29 12:07:11 2011] **Mark Karpelès:** I'll try to negotiate BTC buy from some farmers I know directly to avoid "making waves" (dunno if you say that in English)

[Fri Apr 29 12:07:14 2011] **mtgox:** what address should I send this 84k to?



[Fri Apr 29 12:07:21 2011] **Mark Karpeles:** let me create one

[Fri Apr 29 12:08:10 2011] **Mark Karpeles:** 1M5Rn7ej5dW7XHjtGW6cc9bZ6kAK5819hg

[Fri Apr 29 12:09:51 2011] **mtgox:** ok so we are all set for the BTC. I'll figure out the USD once you get your account set up and I can wire you the money

[Fri Apr 29 12:09:56 2011] **Mark Karpeles:** mh

[Fri Apr 29 12:10:00 2011] **Mark Karpeles:** this is going to have people talking

[Fri Apr 29 12:10:12 2011] **Mark Karpeles:** people were monitoring "that mysterious bitcoin address with 250kBTC"

[Fri Apr 29 12:10:28 2011] **mtgox:** was that mtgox?

[Fri Apr 29 12:10:31 2011] **Mark Karpeles:** no, that was you

[Fri Apr 29 12:10:39 2011] **mtgox:** oh heh

[Fri Apr 29 12:10:57 2011] **Mark Karpeles:** mtgox funds are in a machine that transfers funds all the time, even if no people are doing anything

[Fri Apr 29 12:11:14 2011] **Mark Karpeles:** so funds are never on the same addresses for too long

[Fri Apr 29 12:11:42 2011] **mtgox:** they'll just think they are going to be sold I bet

[Fri Apr 29 12:11:46 2011] **Mark Karpeles:** yep

[Fri Apr 29 12:11:54 2011] **Mark Karpeles:** makes sense when you see the current market

[Fri Apr 29 12:11:54 2011] **mtgox:** which is good

[Fri Apr 29 12:12:02 2011] **mtgox:** drive down that price

[Fri Apr 29 12:12:13 2011] **Mark Karpeles:** and buy btc while it's low

[Fri Apr 29 12:12:53 2011] **Mark Karpeles:** btw euro account has reached 90k€ in 3 weeks (133k\$)

[Fri Apr 29 12:13:27 2011] **Mark Karpeles:** average of 17 incoming wires per day

[Fri Apr 29 12:13:40 2011] **Mark Karpeles:** (per working day, I should say)

[Fri Apr 29 12:13:47 2011] **Mark Karpeles:** and 12 outgoing wires

[Fri Apr 29 12:14:12 2011] **mtgox:** yeah mtgox is holding over 1 million \$ if you count the btc

[Fri Apr 29 12:14:14 2011] **mtgox:** pretty crazy

[Fri Apr 29 12:14:27 2011] **Mark Karpeles:** agreed

[Fri Apr 29 12:14:38 2011] **Mark Karpeles:** and no reason to stop here anyway

[Fri Apr 29 12:14:50 2011] **Mark Karpeles:** today was pretty good (over 90k volume)

[Fri Apr 29 12:19:08 2011] **Mark Karpeles:** will probably go down during the weekend

[Fri Apr 29 12:19:46 2011] **mtgox:** oh also I made a separate account for my trade bot so it will be easy for me to keep track of how it is doing. could you get rid of its fee? account is BotBot

[Fri Apr 29 12:20:08 2011] **mtgox:** yeah doesn't seem to be anything big coming in on the US side at least

[Fri Apr 29 12:20:12 2011] **Mark Karpeles:** done

[Fri Apr 29 12:20:16 2011] **mtgox:** thanks

[Fri Apr 29 12:20:24 2011] **Mark Karpeles:** the ~25k\$ came in?

[Fri Apr 29 12:20:30 2011] **mtgox:** yeah

[Fri Apr 29 12:20:40 2011] **mtgox:** he took it up to 2.5

[Fri Apr 29 12:20:45 2011] **Mark Karpeles:** I see

[Fri Apr 29 12:20:48 2011] **Mark Karpeles:** ok, anything from the idoc guy?

[Fri Apr 29 12:21:11 2011] **mtgox:** well the frist 20k + anoth 30k

[Fri Apr 29 12:21:18 2011] **Mark Karpeles:** ok

[Fri Apr 29 12:21:24 2011] **Mark Karpeles:** so he really sent another 30k

[Fri Apr 29 12:21:30 2011] **mtgox:** yeah

[Fri Apr 29 12:22:02 2011] **Mark Karpeles:** got another 15k from someone I guess

[Fri Apr 29 12:22:09 2011] **Mark Karpeles:** (already forwarded to you)

[Fri Apr 29 12:22:47 2011] **mtgox:** you have to take in 15k or so a day or the price will drop right

[Fri Apr 29 12:23:00 2011] **mtgox:** since there are 7k btc made a day

[Fri Apr 29 12:23:08 2011] **Mark Karpeles:** europe already gets ~15k/day

[Fri Apr 29 12:23:14 2011] **Mark Karpeles:** well, except during weekend

[Fri Apr 29 12:28:01 2011] **Mark Karpeles:** added column "LastLogDate" to Users db so we can know who's not using their account anymore

[Fri Apr 29 12:28:22 2011] **Mark Karpeles:** anyway accounts with still the "old passwords" are those which haven't logged in even once since mtgox was moved

[Fri Apr 29 12:29:16 2011] **Mark Karpeles:** that would be 49886 USD and 17902 BTC

[Fri Apr 29 12:30:35 2011] **Mark Karpeles:** still it's been only 2 months

[Fri Apr 29 12:31:54 2011] **mtgox:** yeah there are place I haven't been for years but one day I'll go back to to claim some funds or whatever. Not sure you can ever really take it but it helps for buffer

[Fri Apr 29 12:32:24 2011] **Mark Karpeles:** yep, especially if we have to do international wires (delays, etc)

[Fri Apr 29 12:32:59 2011] **Mark Karpeles:** btw LR balance = \$6,637.14

[Fri Apr 29 12:33:19 2011] **Mark Karpeles:** (got the ~9.5k from lr exchange + 5k deposit from someone else)

[Fri Apr 29 12:37:30 2011] **mtgox:** yeah I already started the process for the next one

[Fri Apr 29 12:39:44 2011] **Mark Karpeles:** ok

[Fri Apr 29 13:02:42 2011] **Mark Karpeles:** <http://www.bitcoin.org/smf/index.php?topic=6762.0> <- already people talking

[Sat Apr 30 07:21:46 2011] **mtgox:** the other way I was thinking of getting the 95k btc back is:

[Sat Apr 30 07:22:28 2011] **mtgox:** sell a ton of btc 85k gets the price back to \$1 and at that point hopefully the market will deflate further

[Sat Apr 30 07:22:44 2011] **mtgox:** giving us a chance to buy back the 95k

[Sat Apr 30 07:22:58 2011] **mtgox:** I'll have to do more analyse to determine if it would work  
 [Sat Apr 30 07:23:53 2011] **mtgox:** Price is already a bit too high to just buy that 95k on the market thus transferring the debt  
 [Sat Apr 30 20:05:49 2011] **mtgox:** hi  
 [Sat Apr 30 20:06:10 2011] **mtgox:** any idea who was DOSing you?  
 [Sat Apr 30 20:40:17 2011] **mtgox:** can you tell people to wait for dwolla to send money now. or wire to your japanese account  
 [Sat Apr 30 20:45:23 2011] **mtgox:** and can you push mega chart above \$4 :)  
 [Sat Apr 30 20:45:44 2011] **mtgox:** so another option about the missing 95k btc  
 [Sat Apr 30 20:46:32 2011] **mtgox:** hmm well nm  
 [Sat Apr 30 21:35:51 2011] **Mark Karpelès:** mh  
 [Sat Apr 30 21:36:07 2011] **Mark Karpelès:** I've started telling people about dwolla  
 [Sat Apr 30 21:36:44 2011] **Mark Karpelès:** as for the DoS, I suspect it comes from btcex (who sent me an email 1 hour before the DoS suggesting I close the market)  
 [Sat Apr 30 21:41:06 2011] **Mark Karpelès:** let me show you btcex's email:  
 [Sat Apr 30 21:41:08 2011] **Mark Karpelès:** Hi!

You do not think to stop trades on mtgox because catastrophic rate increasing??!

The fact that such high growth only occurs on your site and not on others. My and my friend exchanges depositories are emptied by users and bitcoins sended to mtgox.

Unless of course you do not want to do mtgox one centralized bitcoin currency exchanger in the world

[Sat Apr 30 22:04:00 2011] **mtgox:** heh weird  
 [Sat Apr 30 22:04:15 2011] **mtgox:** that guy has always seemed bitter  
 [Sat Apr 30 22:04:31 2011] **mtgox:** don't you do the JPY exchange for him?  
 [Sat Apr 30 22:04:43 2011] **mtgox:** was it a russian IP?  
 [Sat Apr 30 22:05:38 2011] **Mark Karpelès:** nah, was a lot of ips  
 [Sat Apr 30 22:05:51 2011] **Mark Karpelès:** 1151 ips so far  
 [Sat Apr 30 22:07:05 2011] **Mark Karpelès:** mostly from vietnam  
 [Sat Apr 30 22:07:17 2011] **Mark Karpelès:** but just from this I cannot know the source for sure  
 [Sat Apr 30 22:07:29 2011] **mtgox:** yeah  
 [Sat Apr 30 22:07:37 2011] **Mark Karpelès:** the only weird part is the time sync between the "you should stop trades" and the start of the attack  
 [Sat Apr 30 22:07:47 2011] **Mark Karpelès:** anyway the attack itself was pretty weak  
 [Sat Apr 30 22:08:25 2011] **Mark Karpelès:** ~10 requests at a time either on / or on /users/login?yarobot=fuck  
 [Sat Apr 30 22:09:11 2011] **Mark Karpelès:** from 200 differents ips at first, which means ~2000 requests at a time (was a bit too much, I just added some checks in bootstrap.php by using memcache to check ip request velocity)  
 [Sat Apr 30 22:09:27 2011] **Mark Karpelès:** had also reports of cross-domain request forgery attacks on mtgox  
 [Sat Apr 30 22:09:46 2011] **Mark Karpelès:** some guy made a proof of concept of withdrawing a user's BTC balance without him knowing  
 [Sat Apr 30 22:10:36 2011] **Mark Karpelès:** so I improved the trade and withdraw ajax api to also include a "session token" that only the html page, which is needed unless credentials are provided in POST  
 [Sat Apr 30 22:10:42 2011] **Mark Karpelès:** so no change for api users :)  
 [Sat Apr 30 22:11:01 2011] **mtgox:** huh ok. but nothing was stolen?  
 [Sat Apr 30 22:11:42 2011] **Mark Karpelès:** seems fine so far  
 [Sat Apr 30 22:11:58 2011] **Mark Karpelès:** I got the info early enough  
 [Sat Apr 30 22:12:30 2011] **Mark Karpelès:** and the proof of concept requires the user to have the flash plugin enabled without any extension such as flashblock  
 [Sat Apr 30 22:12:45 2011] **Mark Karpelès:** it uses a security problem in flash to do a query on mtgox using the user's session  
 [Sat Apr 30 22:15:09 2011] **mtgox:** what do you think about the 95k problem?  
 [Sat Apr 30 22:17:01 2011] **Mark Karpelès:** well, for now we could have 100% of the BTC fee used to cover this hole, and buy BTC if they go back again low enough, if things are done right, I don't see this as being a problem anytime soon  
 [Sat Apr 30 22:17:10 2011] **Mark Karpelès:** especially if we empty other market's of their own btc  
 [Sat Apr 30 22:17:35 2011] **mtgox:** I thought all the btc fee was going there now  
 [Sat Apr 30 22:17:51 2011] **Mark Karpelès:** there is no defined policy yet at this point  
 [Sat Apr 30 22:17:55 2011] **Mark Karpelès:** this seems the best policy  
 [Sat Apr 30 22:18:02 2011] **Mark Karpelès:** would take ~290 days to cover 95k btc  
 [Sat Apr 30 22:18:07 2011] **mtgox:** well ok. I think it will be fine to ride it out  
 [Sat Apr 30 22:18:12 2011] **Mark Karpelès:** at current market speed  
 [Sat Apr 30 22:18:58 2011] **mtgox:** what is the rate money is being added?  
 [Sat Apr 30 22:19:07 2011] **Mark Karpelès:** market is going up following forbes/etc articles, however I'd guess it'll eventually cool down at some point, unless media attention grows faster  
 [Sat Apr 30 22:19:41 2011] **Mark Karpelès:** well, for Euro it's hard to tell in advance (funds are credited as soon as they come in), on the USD side there's the 28k from the memory guy, and most others are smaller  
 [Sat Apr 30 22:19:46 2011] **Mark Karpelès:** the canadian guy plans to send another 20k  
 [Sat Apr 30 22:20:07 2011] **mtgox:** I mean historically  
 [Sat Apr 30 22:20:32 2011] **Mark Karpelès:** let me get stats out of that

[Sat Apr 30 22:20:54 2011] **Mark Karpelès:** taking any manual or paypal positive USD move from the activity table should allow to graph that easily

[Sat Apr 30 22:21:02 2011] **mtgox:** that table of usd,btc holdings I guess is what I'm asking for. would be cool to see

[Sat Apr 30 22:21:36 2011] **mtgox:** yeah true

[Sat Apr 30 22:21:38 2011] **Mark Karpelès:** usd,btc would move with market activity & withdrawals, and wouldn't show the details

[Sat Apr 30 22:21:50 2011] **Mark Karpelès:** let me build a view :D

[Sat Apr 30 22:25:20 2011] **Mark Karpelès:** hum, I hope I made a mistake somewhere

[Sat Apr 30 22:25:56 2011] **mtgox:** is it crazy?

[Sat Apr 30 22:25:56 2011] **Mark Karpelès:** ok yeah I did

[Sat Apr 30 22:26:02 2011] **Mark Karpelès:** much better

[Sat Apr 30 22:26:05 2011] **Mark Karpelès:** now let's make a view!

[Sat Apr 30 22:27:14 2011] **Mark Karpelès:** here

[Sat Apr 30 22:27:16 2011] **Mark Karpelès:** you got a view

[Sat Apr 30 22:27:33 2011] **Mark Karpelès:** Activity\_Usd\_Added

[Sat Apr 30 22:27:51 2011] **Mark Karpelès:** mh

[Sat Apr 30 22:27:58 2011] **Mark Karpelès:** phpmyadmin is having issues to display the number of pages

[Sat Apr 30 22:28:34 2011] **Mark Karpelès:** SELECT \* FROM `Activity\_Usd\_Added` WHERE `Date` > DATE\_SUB(NOW(), INTERVAL 15 DAY) <- last 15 days

[Sat Apr 30 22:28:52 2011] **Mark Karpelès:** need to check wtf happened on 23rd

[Sat Apr 30 22:31:09 2011] **Mark Karpelès:** user 110

[Sat Apr 30 22:31:22 2011] **Mark Karpelès:** got 2147483.647 USD added to his account?

[Sat Apr 30 22:32:40 2011] **mtgox:** oh yeah I accidentally did that to some guy

[Sat Apr 30 22:32:42 2011] **mtgox:** I then remove it

[Sat Apr 30 22:32:46 2011] **Mark Karpelès:** yep

[Sat Apr 30 22:32:47 2011] **Mark Karpelès:** I saw

[Sat Apr 30 22:32:54 2011] **Mark Karpelès:** just messes up the "total usd added" results

[Sat Apr 30 22:32:57 2011] **Mark Karpelès:** a bit

[Sat Apr 30 22:33:15 2011] **mtgox:** true. you can edit the data

[Sat Apr 30 22:33:34 2011] **Mark Karpelès:** yep

[Sat Apr 30 22:33:39 2011] **Mark Karpelès:** can clear that part

[Sat Apr 30 22:34:18 2011] **mtgox:** I need to check that account actually. I have this bad feeling that he had outstanding orders when I added that

[Sat Apr 30 22:34:29 2011] **Mark Karpelès:** nah

[Sat Apr 30 22:34:34 2011] **Mark Karpelès:** I checked his history

[Sat Apr 30 22:34:43 2011] **mtgox:** ok good

[Sat Apr 30 22:35:08 2011] **Mark Karpelès:** fixed anyway

[Sat Apr 30 22:35:28 2011] **Mark Karpelès:** SELECT \* FROM `Activity\_Usd\_Added` WHERE `Date` > DATE\_SUB(NOW(), INTERVAL 15 DAY) <- now you can run that, it looks nice

[Sat Apr 30 22:36:20 2011] **mtgox:** cool thanks

[Sat Apr 30 22:36:21 2011] **Mark Karpelès:** SELECT AVG(`Amount`) FROM `Activity\_Usd\_Added` WHERE `Date` > DATE\_SUB(NOW(), INTERVAL 15 DAY) <- average daily funds income

[Sat Apr 30 22:36:27 2011] **Mark Karpelès:** 34500\$/day

[Sat Apr 30 22:36:31 2011] **Mark Karpelès:** average on last 15 days

[Sat Apr 30 22:36:43 2011] **mtgox:** oh hmm I thought it was much higher

[Sat Apr 30 22:36:48 2011] **Mark Karpelès:** nah, there are weekends

[Sat Apr 30 22:36:55 2011] **Mark Karpelès:** and we had easter weekend too

[Sat Apr 30 22:42:00 2011] **mtgox:** cool thanks. just need one for btc and we can tell what the price will be :)

[Sat Apr 30 23:00:51 2011] **Mark Karpelès:** :)

[Sat Apr 30 23:00:58 2011] **Mark Karpelès:** easy

[Sat Apr 30 23:02:11 2011] **Mark Karpelès:** done

[Sat Apr 30 23:02:28 2011] **Mark Karpelès:** average of +16698.63266667 / day for last 15 days

[Sat Apr 30 23:03:29 2011] **mtgox:** hmm

[Sat Apr 30 23:03:34 2011] **Mark Karpelès:** a bit more than twice the generated btc per day

[Sat Apr 30 23:03:47 2011] **Mark Karpelès:** SELECT \* FROM `Activity\_Btc\_Added` WHERE `Date` > DATE\_SUB(NOW(), INTERVAL 15 DAY)

[Sat Apr 30 23:04:48 2011] **Mark Karpelès:** I'd guess it means the price should eventually/logically settle around \$2/btc

[Sat Apr 30 23:06:52 2011] **mtgox:** well if it does go down to 2 I think you should convert that btc debt to usd debt

[Sat Apr 30 23:06:58 2011] **Mark Karpelès:** yep

[Sat Apr 30 23:07:08 2011] **Mark Karpelès:** that would be great

[Sat Apr 30 23:07:27 2011] **Mark Karpelès:** right now the price is doing high-and-low because money reaches mtgox during the week, but nothing during weekend

[Sat Apr 30 23:08:33 2011] **Mark Karpelès:** unless we get more press coverage the amount of "in" funds should get lower too

[Sat Apr 30 23:37:40 2011] **mtgox:** ok I think I'm going to sell off a bunch this weekend. Maybe place a dark buy order around \$1.5 just incase others do as well?

[Sat Apr 30 23:38:20 2011] **Mark Karpelès:** I don't see things going down to \$1.5 this weekend

[Sat Apr 30 23:38:23 2011] **Mark Karpelès:** maybe \$2.2

[Sat Apr 30 23:39:33 2011] **mtgox:** if I sell 20k they will

[Sat Apr 30 23:39:55 2011] **Mark Karpelès:** oh

[Sat Apr 30 23:39:55 2011] **Mark Karpelès:** ;)

[Sat Apr 30 23:40:10 2011] **mtgox:** so put it low enough where I don't hit it :)

[Sat Apr 30 23:40:52 2011] **Mark Karpelès:** let's say 80k BTC, that's 120k\$

[Sat Apr 30 23:40:57 2011] **Mark Karpelès:** let's give gox bot a loan big enough for this

[Sat Apr 30 23:41:45 2011] **mtgox:** ok. maybe better for a new account so the accounting is more clear?

[Sat Apr 30 23:42:10 2011] **Mark Karpelès:** not much of a problem, gox bot's balance is not authoritative anymore anyway

[Sat Apr 30 23:42:17 2011] **Mark Karpelès:** I'm using the Fee\_\* cols in trade table

[Sat Apr 30 23:42:23 2011] **Mark Karpelès:** and will add their content for older trades too

[Sat Apr 30 23:42:38 2011] **Mark Karpelès:** will be much better and provide accurate historical data

[Sat Apr 30 23:43:26 2011] **mtgox:** ok. actually can you wait to place the order? I'm wondering how far it will drop. I bet a lot of other speculators will also dump if they see it going down

[Sat Apr 30 23:43:37 2011] **Mark Karpelès:** yep

[Sat Apr 30 23:43:47 2011] **Mark Karpelès:** on the other side, going down = people will buy "while it's low"

[Sat Apr 30 23:43:58 2011] **mtgox:** but they can't get money in

[Sat Apr 30 23:44:19 2011] **mtgox:** ok gtg

[Sat Apr 30 23:44:25 2011] **mtgox:** talk to you soon

[Sat Apr 30 23:44:44 2011] **Mark Karpelès:** suppressed addition of funds to gox bot

[Sun May 1 20:48:04 2011] **mtgox:** .

[Sun May 1 20:48:31 2011] **mtgox:** did euro funds come in on the weekend?

[Sun May 1 20:51:31 2011] **mtgox:** any new ideas about the DDOS?

[Sun May 1 21:03:11 2011] **Mark Karpelès:** euro do not come in the weekend

[Sun May 1 21:03:27 2011] **Mark Karpelès:** as for the ddos, it seems obviously russia originated, and I'd be surprised it has no relation with btcex

[Sun May 1 21:03:33 2011] **Mark Karpelès:** I see you sold your coins?

[Sun May 1 21:03:44 2011] **mtgox:** I'm in the middle right now

[Sun May 1 21:03:53 2011] **mtgox:** there is a big wall at 2 though

[Sun May 1 21:04:10 2011] **mtgox:** and another at 1.5

[Sun May 1 21:05:03 2011] **Mark Karpelès:** :D

[Sun May 1 21:07:12 2011] **Mark Karpelès:** mh

[Sun May 1 21:07:18 2011] **mtgox:** I wish the real time mega chart worked

[Sun May 1 21:07:35 2011] **Mark Karpelès:** the real?

[Sun May 1 21:07:52 2011] **mtgox:** yeah there was a realtime one

[Sun May 1 21:08:01 2011] **mtgox:** hooked up to tornado

[Sun May 1 21:08:56 2011] **Mark Karpelès:** guess we could adapt it

[Sun May 1 21:14:42 2011] **mtgox:** oh that is gox bot at 1.5

[Sun May 1 21:14:56 2011] **Mark Karpelès:** yep

[Sun May 1 21:15:00 2011] **Mark Karpelès:** in semi dark

[Sun May 1 21:16:39 2011] **Mark Karpelès:** I've split in 1.5 1.2 1.1

[Sun May 1 21:20:34 2011] **mtgox:** oh and the gox bot funds are why I thought there was a large deposit

[Sun May 1 21:21:10 2011] **Mark Karpelès:** ah

[Sun May 1 21:21:10 2011] **Mark Karpelès:** :p

[Sun May 1 21:21:12 2011] **Mark Karpelès:** nah

[Sun May 1 21:21:18 2011] **Mark Karpelès:** I reset the fund and did a manual "loan"

[Sun May 1 21:21:50 2011] **mtgox:** I do: select sum(usd)/1000,sum(btc)/1000 from Users;

[Sun May 1 21:22:03 2011] **Mark Karpelès:** :)

[Sun May 1 21:22:06 2011] **Mark Karpelès:** you could exclude gox bot

[Sun May 1 21:22:12 2011] **Mark Karpelès:** (and myself too, I guess)

[Sun May 1 21:31:39 2011] **mtgox:** oh he admits the ddos

[Sun May 1 21:31:56 2011] **mtgox:** don't you run the jpy bank for him?

[Sun May 1 21:35:44 2011] **mtgox:** <http://www.bitcoin.org/smf/index.php?topic=6864.40>

[Sun May 1 21:36:16 2011] **Mark Karpelès:** yes, I do

[Sun May 1 21:36:20 2011] **Mark Karpelès:** well, let's say I did

[Sun May 1 21:36:40 2011] **mtgox:** is there anything in it?

[Sun May 1 21:37:04 2011] **Mark Karpelès:** no

[Sun May 1 21:37:04 2011] **mtgox:** wow what a crazy dude

[Sun May 1 21:37:05 2011] **Mark Karpelès:** zero

[Sun May 1 21:37:11 2011] **Mark Karpelès:** never had a single JPY deposit

[Sun May 1 21:40:29 2011] **Mark Karpelès:** anyway yesterday evening I had a really bad feeling, and transfered 200k BTC out of the online wallet system

[Sun May 1 21:40:36 2011] **Mark Karpelès:** onto an offline wallet

[Sun May 1 21:40:45 2011] **mtgox:** good

[Sun May 1 21:41:04 2011] **Mark Karpelès:** I'm the kind of sysadmin who gets bad feelings before bad stuff happens

[Sun May 1 21:41:20 2011] **mtgox:** there was no break in though?

[Sun May 1 21:41:28 2011] **Mark Karpelès:** none

[Sun May 1 21:41:30 2011] **Mark Karpelès:** all fine

[Sun May 1 21:41:38 2011] **Mark Karpelès:** but it's still better safe, just in case

[Sun May 1 21:41:43 2011] **mtgox:** yeah

[Sun May 1 21:44:52 2011] **mtgox:** hmm there is still a bunch of cash that I know wants BTC

[Sun May 1 21:45:08 2011] **mtgox:** not sure if this will work

[Sun May 1 22:07:53 2011] **mtgox:** well if nothing else there will be a ton of volume today

[Sun May 1 22:31:43 2011] **Mark Karpelès:** :)

[Sun May 1 22:33:51 2011] **Mark Karpelès:** ok

[Sun May 1 22:33:53 2011] **Mark Karpelès:** it's starting

[Sun May 1 22:34:05 2011] **Mark Karpelès:** some guy : "Mark, I would like to send 25000 AUD"

[Mon May 2 12:36:32 2011] **mtgox:** did the new backend go live?

[Mon May 2 16:32:41 2011] **Mark Karpelès:** no

[Mon May 2 16:33:04 2011] **Mark Karpelès:** I'm setting up new "ddos-proof" server first

[Mon May 2 20:46:59 2011] **mtgox:** ok but I don't want to accept deposits anymore. That should also drop the price a bit while people set up dwolla accounts

[Tue May 3 06:29:38 2011] **mtgox:** hey the russians are back it looks like. eta on the fix?

[Tue May 3 11:32:23 2011] **Mark Karpelès:** I really need to move to new server

[Tue May 3 11:32:39 2011] **Mark Karpelès:** in the meantime the current system blocks the ips as they come, but looks like they are using a really large botnet now

[Tue May 3 11:33:13 2011] **mtgox:** Annoying. Shouldn't they be mining

[Tue May 3 11:33:27 2011] **Mark Karpelès:** would be a much better resource usage

[Tue May 3 11:33:38 2011] **Mark Karpelès:** when I woke up there was already over 7000 blocked ips

[Tue May 3 11:33:49 2011] **Mark Karpelès:** I think I'm going to just block mexico, vietnam, etc

[Tue May 3 11:33:56 2011] **mtgox:** yeah try that

[Tue May 3 11:34:10 2011] **mtgox:** not costa rica though :)

[Tue May 3 11:45:58 2011] **Mark Karpelès:** will try to

[Tue May 3 11:56:21 2011] **mtgox:** hey let me know when you have a second. I just got a weird tip about who is doing this attack. I don't think it is the btcx guy

[Tue May 3 11:56:39 2011] **Mark Karpelès:** yeah?

[Tue May 3 11:57:52 2011] **mtgox:** it is a lot of typing. can I call that number again?

[Tue May 3 11:58:15 2011] **Mark Karpelès:** not sure it'll work right, the communication would run through a server that is currently being ddos'd

[Tue May 3 11:58:24 2011] **mtgox:** oh heh

[Tue May 3 11:59:51 2011] **Mark Karpelès:** anyway

[Tue May 3 11:59:59 2011] **Mark Karpelès:** I should setup that ddos resistant server soon

[Tue May 3 12:00:02 2011] **Mark Karpelès:** and move mtgox there for now

[Tue May 3 12:02:10 2011] **mtgox:** did you block countries yet? I still can't get there

[Tue May 3 12:03:37 2011] **Mark Karpelès:** nah, not yet

[Tue May 3 12:06:23 2011] **Mark Karpelès:** <http://paste.pocoo.org/show/381869/>

[Tue May 3 12:06:41 2011] **Mark Karpelès:** will block: MX,EG,BR,IN,ID,KZ,TR,UA,RU,SG

[Tue May 3 12:06:44 2011] **Mark Karpelès:** should help

[Tue May 3 14:09:26 2011] **Mark Karpelès:** anyway I'd be interested to hear what you heard

[Tue May 3 14:15:29 2011] **mtgox:** how long till the other server?

[Tue May 3 14:15:42 2011] **Mark Karpelès:** I already got access, setup in progress

[Tue May 3 14:16:34 2011] **mtgox:** well the guy that told me all this wanted to make extra sure that it doesn't get posted on the forums or word spread that it is this group that did it

[Tue May 3 14:16:55 2011] **mtgox:** which I think is a good idea since if word gets out the leak will be plugged

[Tue May 3 14:18:06 2011] **Mark Karpelès:** "this group" ?

[Tue May 3 14:18:21 2011] **mtgox:** anyway there is a group of bitcoin oldtimers that have a lot of bitcoin sites. mybitcoin, madhatter, some voip thing, etc

[Tue May 3 14:19:05 2011] **mtgox:** if you go through the bitcoin dir you see a lot of the same whois info

[Tue May 3 14:19:15 2011] **Mark Karpelès:** yeah, I noticed this a while ago

[Tue May 3 14:19:25 2011] **mtgox:** they are all part of hacker group in canada

[Tue May 3 14:19:53 2011] **mtgox:** and for whatever reason they decided to try and bring down mtgox

[Tue May 3 14:20:22 2011] **mtgox:** They are also behind this "mystery miner"

[Tue May 3 14:21:01 2011] **mtgox:** not sure if this is true but my source seemed pretty convinced

[Tue May 3 14:21:16 2011] **mtgox:** probably doesn't really mater if it is true or not

[Tue May 3 14:21:35 2011] **mtgox:** but if so they are more organized than a lone btcx guy

[Tue May 3 14:21:45 2011] **Mark Karpelès:** which sounds weird

[Tue May 3 14:21:52 2011] **Mark Karpelès:** this ddos is pretty weak

[Tue May 3 14:22:08 2011] **mtgox:** really? the site is still down?

[Tue May 3 14:24:12 2011] **Mark Karpelès:** attacks usually start around 22:30 GMT

[Tue May 3 14:24:27 2011] **mtgox:** the other thing that makes it interesting is if they are behind the ddos then maybe they are the ones that also rooted the box

[Tue May 3 14:24:55 2011] **mtgox:** apparently they were warning all members to get their money out of gox right before that

[Tue May 3 14:25:35 2011] **Mark Karpelès:** what kind of interest can they have into freezing the bitcoin economy?



[Tue May 3 14:26:09 2011] **mtgox:** yeah I know

[Tue May 3 14:26:40 2011] **mtgox:** maybe it is just jealousy? since they don't like a big part of bitcoin being something they don't control

[Tue May 3 14:30:03 2011] **mtgox:** madhatter and crew are part of a canadian hacker group that much is true for sure.

[Tue May 3 14:33:24 2011] **mtgox:** oh the other reason is they run competing exchanges

[Tue May 3 14:34:25 2011] **mtgox:** got the homepage :)

[Tue May 3 14:34:48 2011] **Mark Karpelès:** ddos blocking is doing its job

[Tue May 3 14:34:56 2011] **Mark Karpelès:** a bit slow but well

[Tue May 3 14:35:10 2011] **mtgox:** yeah slow but working

[Tue May 3 14:35:39 2011] **Mark Karpelès:** blocking ~40 ips per minute

[Tue May 3 14:36:07 2011] **Mark Karpelès:** anyway

[Tue May 3 14:36:16 2011] **Mark Karpelès:** I've thought of a way to make P2P async trades

[Tue May 3 14:36:36 2011] **mtgox:** how is that?

[Tue May 3 14:36:52 2011] **Mark Karpelès:** trading itself is done on a system similar to bitcoin, with successful trades in the blockchain

[Tue May 3 14:37:07 2011] **Mark Karpelès:** and money in/out is done via a specific trust system

[Tue May 3 14:37:30 2011] **Mark Karpelès:** so money in/out is still semi-centralized (people can choose who to trust or not trust)

[Tue May 3 14:37:48 2011] **Mark Karpelès:** however this part can be done by just receiving/sending mails

[Tue May 3 14:37:54 2011] **Mark Karpelès:** ie. much more difficult to attack

[Tue May 3 14:38:04 2011] **Mark Karpelès:** difference is trade fees goes to miner instead of us

[Tue May 3 14:38:25 2011] **Mark Karpelès:** (well, I can arrange a trade fee system that would go to the original money source)

[Tue May 3 14:38:32 2011] **Mark Karpelès:** I'm still establishing the bases here

[Tue May 3 14:38:36 2011] **Mark Karpelès:** and will try to get something out quickly

[Tue May 3 14:38:54 2011] **mtgox:** why would you make this?

[Tue May 3 14:39:10 2011] **Mark Karpelès:** to control both centralized and decentralized exchanges? :D

[Tue May 3 14:39:34 2011] **mtgox:** so if I trust A and you don't can we trade?

[Tue May 3 14:40:02 2011] **Mark Karpelès:** that's not how it works

[Tue May 3 14:40:26 2011] **mtgox:** so I want \$10 worth of BTC what do I do?

[Tue May 3 14:40:35 2011] **Mark Karpelès:** the software will - for example - trust "mtgox" by default as an exchanger, so you can trade with anyone who got funds from mtgox and also trust your own funds source

[Tue May 3 14:40:53 2011] **Mark Karpelès:** you send you \$10 to mtgox, then you publish your bid

[Tue May 3 14:41:11 2011] **Mark Karpelès:** anyone who has an ask that matches your bid and trust your money source will be able to match it

[Tue May 3 14:41:49 2011] **mtgox:** so if I added money to A and you don't trust A we can't trade

[Tue May 3 14:41:58 2011] **Mark Karpelès:** no

[Tue May 3 14:42:03 2011] **Mark Karpelès:** who is "I" anyway ?

[Tue May 3 14:42:11 2011] **mtgox:** me

[Tue May 3 14:42:12 2011] **Mark Karpelès:** (user or funds exchanger?)

[Tue May 3 14:42:16 2011] **mtgox:** user

[Tue May 3 14:42:27 2011] **mtgox:** A is exchanger

[Tue May 3 14:42:34 2011] **Mark Karpelès:** ok

[Tue May 3 14:42:35 2011] **Mark Karpelès:** so yep

[Tue May 3 14:42:46 2011] **Mark Karpelès:** [14:41:49] mtgox: so if I added money to A and you don't trust A we can't trade <- exactly

[Tue May 3 14:43:11 2011] **mtgox:** so it is basically like writing a bot for all the exchanges

[Tue May 3 14:43:17 2011] **Mark Karpelès:** ?

[Tue May 3 14:43:40 2011] **mtgox:** I thought about doing this but changed my mind since all it would do is add liquidity to the others

[Tue May 3 14:44:18 2011] **mtgox:** If you wrote a bot that looked at the bid and ask on all the exchanges and would fill offers on different exchanges if there is a cross

[Tue May 3 14:44:40 2011] **Mark Karpelès:** ?

[Tue May 3 14:44:50 2011] **Mark Karpelès:** I don't think we talk about the same thing anymore

[Tue May 3 14:44:58 2011] **mtgox:** like if the bot sees an ask on bcm that is lower than a bid on gox it will fill both orders

[Tue May 3 14:45:09 2011] **mtgox:** yeah it is the same :)

[Tue May 3 14:46:25 2011] **mtgox:** well almost. the bot chooses which exchanges to trust rather than the user

[Tue May 3 14:47:49 2011] **mtgox:** I feel like margin trading and options are way more important than decentralized exchanges

[Tue May 3 14:48:04 2011] **Mark Karpelès:** it depends if the site can run or not

[Tue May 3 14:48:05 2011] **mtgox:** the only reason people want that now is because of the ddos

[Tue May 3 14:48:15 2011] **Mark Karpelès:** yeah

[Tue May 3 14:48:46 2011] **mtgox:** do you think there is a chance the attack can be a permanent problem?

[Tue May 3 14:49:34 2011] **Mark Karpelès:** attacks are a permanent problem on internet

[Tue May 3 14:49:48 2011] **Mark Karpelès:** usually it doesn't happen on sites with little importance

[Tue May 3 14:49:56 2011] **Mark Karpelès:** however I guess we are not at this level anymore

[Tue May 3 14:50:26 2011] **Mark Karpelès:** ddos protection costs ~9000\$/month

[Tue May 3 14:50:39 2011] **mtgox:** whoa!

[Tue May 3 14:51:26 2011] **mtgox:** wow so are you really moving there?

[Tue May 3 14:51:45 2011] **Mark Karpelès:** no, I'll use something cheaper



[Tue May 3 14:51:57 2011] **Mark Karpelès:** however there's a whole business on ddos protection on internet  
 [Tue May 3 14:52:10 2011] **Mark Karpelès:** got this kind of email:  
 [Tue May 3 14:52:28 2011] **Mark Karpelès:** Hello Mark,

I hope this message finds you well! I received a Google alert this morning that your site may have experienced a Distributed Denial of Service attack. As you may know VeriSign manages the .com/.net TLD's as well as the A and J root servers. We now offer our enterprise class VIDN DDoS Monitoring and Mitigation service to the commercial market. This is the same service we have utilized to keep the .com/.net TLD's as well as the A and J root servers at 100% availability over the last 13+ years.

I have attached some information for your review. Please let me know if you have some time available for a quick discovery call later this week.

Best Regards,

Josh

[Tue May 3 14:53:36 2011] **mtgox:** but you talked about moving the server to some ddos protected hosting in the forum. Is that happening?  
 [Tue May 3 14:53:46 2011] **mtgox:** it sounded like it was any hour now  
 [Tue May 3 14:53:59 2011] **Mark Karpelès:** setup of the server is in progress  
 [Tue May 3 14:54:13 2011] **Mark Karpelès:** this includes testing the hardware to make sure it's not going to fail once there's some load  
 [Tue May 3 14:54:37 2011] **Mark Karpelès:** typically takes 24 hours  
 [Tue May 3 15:01:02 2011] **mtgox:** ok well I'm off to bed. goodluck getting it worked out  
 [Tue May 3 15:01:26 2011] **Mark Karpelès:** ok  
 [Tue May 3 22:07:04 2011] **mtgox:** hey. did the attacks stop or is the new server just doing its job?  
 [Tue May 3 22:07:39 2011] **Mark Karpelès:** both  
 [Tue May 3 22:08:04 2011] **mtgox:** ok good  
 [Tue May 3 22:44:40 2011] **Mark Karpelès:** still around?  
 [Tue May 3 22:51:44 2011] **mtgox:** yeah  
 [Tue May 3 22:54:20 2011] **Mark Karpelès:** ok  
 [Tue May 3 22:54:38 2011] **Mark Karpelès:** the guys who added \$4000 by deposit directly are wondering when they'll get their funds  
 [Tue May 3 22:56:01 2011] **mtgox:** john lockwood?  
 [Tue May 3 22:56:15 2011] **Mark Karpelès:** accounts are: MichaelClayton and andreipetrescu  
 [Tue May 3 22:56:28 2011] **Mark Karpelès:** I think searching for those will show the mails  
 [Tue May 3 22:56:35 2011] **Mark Karpelès:** they took pictures of the deposit ticket  
 [Tue May 3 22:57:00 2011] **Mark Karpelès:** anyway adding funds on mtgox might be a good idea to drive price up again, and maybe bring some calm  
 [Tue May 3 22:57:36 2011] **mtgox:** well I really don't want to accept money there anymore. Why not just use dwolla now?  
 [Tue May 3 22:57:47 2011] **Mark Karpelès:** I'm telling everyone to use dwolla  
 [Tue May 3 22:58:14 2011] **Mark Karpelès:** btw I'm talking with the LR exchange guy, since everyone had been rushing on LR following the DDoS, to have some funds back  
 [Tue May 3 22:59:25 2011] **mtgox:** people have short memories. they will be back if there are no attacks for a couple days  
 [Tue May 3 22:59:35 2011] **Mark Karpelès:** yep  
 [Tue May 3 22:59:39 2011] **Mark Karpelès:** but for now we only have \$9 on LR  
 [Tue May 3 23:04:30 2011] **Mark Karpelès:** btw I need to install a new phpmyadmin  
 [Tue May 3 23:04:45 2011] **mtgox:** oh ok  
 [Tue May 3 23:04:56 2011] **mtgox:** how much is the new server?  
 [Tue May 3 23:04:57 2011] **Mark Karpelès:** the one you have is "stale"  
 [Tue May 3 23:05:02 2011] **Mark Karpelès:** it's \$545/month  
 [Tue May 3 23:05:20 2011] **Mark Karpelès:** including ddos protection and all the stuff  
 [Tue May 3 23:05:36 2011] **mtgox:** not that bad  
 [Tue May 3 23:05:58 2011] **Mark Karpelès:** better than the \$9k from the other thing  
 [Tue May 3 23:06:24 2011] **Mark Karpelès:** [23:05:42] <MichaelClayton> Thanks!  
 [Tue May 3 23:06:38 2011] **Mark Karpelès:** I'll send \$25k from Japan to fund LR  
 [Tue May 3 23:07:36 2011] **mtgox:** ok I never wanted to send more than 10k since banks in the US have to report that  
 [Tue May 3 23:07:57 2011] **Mark Karpelès:** well, they report less than 10k too, if it "looks suspicious"  
 [Tue May 3 23:08:07 2011] **mtgox:** yeah  
 [Tue May 3 23:08:23 2011] **Mark Karpelès:** here in Japan there are similar things, however I don't really care if it's reported, since it's part of the company activity

[Tue May 3 23:08:37 2011] **mtgox:** yeah you should be fine

[Tue May 3 23:11:21 2011] **Mark Karpelès:** <http://munin.xta.net/USA/California/w001.ca.us.xta.net/index.html> <- monitoring of new server btw

[Tue May 3 23:11:42 2011] **Mark Karpelès:** disk latency will feel better once raid is in sync

[Tue May 3 23:48:03 2011] **Mark Karpelès:** \$(8009~7994) guy is credited?

[Tue May 3 23:48:25 2011] **Mark Karpelès:** (ie can I tell him to get the market back to work?)

[Tue May 3 23:49:40 2011] **mtgox:** yeah I emailed him an hour ago though

[Tue May 3 23:50:21 2011] **Mark Karpelès:** ok

[Wed May 4 00:03:32 2011] **mtgox:** did you get what I was asking in that websocket thread? It would be nice to have all the depth data in the same format as the updates

[Wed May 4 00:04:26 2011] **Mark Karpelès:** that will be easy once mtgox is on the new system, however I wanna see how it goes with the ddos before doing the actual switch

[Wed May 4 00:04:42 2011] **mtgox:** k

[Wed May 4 02:44:44 2011] **mtgox:** ug the ddos is back

[Wed May 4 02:53:21 2011] **mtgox:** > As a temporary measure you could also try whitelisting all IPs used by users that logged in once - this would at least make people feel more safe about accessing their money.

[Wed May 4 02:53:53 2011] **mtgox:** from the forum. not ideal but might work for when the attacks start

[Wed May 4 06:12:18 2011] **Mark Karpelès:** I already did that one once yesterday

[Wed May 4 06:12:29 2011] **Mark Karpelès:** here I opened an emergency ticket with blacklotus to see what they can do

[Wed May 4 06:12:48 2011] **mtgox:** I just got the site up again

[Wed May 4 06:13:05 2011] **mtgox:** they wait till your asleep to hit it looks like

[Wed May 4 06:14:20 2011] **Mark Karpelès:** mh

[Wed May 4 06:15:03 2011] **Mark Karpelès:** [http://munin.xta.net/USA/California/w001.ca.us.xta.net/if\\_eth0.html](http://munin.xta.net/USA/California/w001.ca.us.xta.net/if_eth0.html) <- we can see the effect of the ddos

[Wed May 4 06:15:14 2011] **Mark Karpelès:** it's small, but big enough to cause cpu usage to rise

[Wed May 4 06:18:29 2011] **Mark Karpelès:** let me reactivate the original blocker

[Wed May 4 06:20:05 2011] **Mark Karpelès:** enabled

[Wed May 4 06:21:22 2011] **mtgox:** Is there some way I can wake you up if the ddos takes the site down while you are asleep?

[Wed May 4 06:28:38 2011] **Mark Karpelès:** mh

[Wed May 4 06:28:44 2011] **Mark Karpelès:** I got woke up by some phone calls

[Wed May 4 06:29:07 2011] **mtgox:** I tried calling right when it happened

[Wed May 4 06:29:34 2011] **Mark Karpelès:** yep, didn't wake me I guess, and the second one must have been Bruce or someone

[Wed May 4 06:29:52 2011] **mtgox:** ok I'll just try harder next time :)

[Wed May 4 06:31:39 2011] **Mark Karpelès:** 2 hours before raid resync ends

[Wed May 4 06:32:28 2011] **mtgox:** think the site will be back after that?

[Wed May 4 06:33:21 2011] **Mark Karpelès:** it's already back for me

[Wed May 4 06:33:45 2011] **mtgox:** it was for a second but now it seems down again

[Wed May 4 06:33:59 2011] **Mark Karpelès:** still up for me

[Wed May 4 06:56:03 2011] **Mark Karpelès:** oh

[Wed May 4 06:56:04 2011] **Mark Karpelès:** btw

[Wed May 4 06:56:07 2011] **Mark Karpelès:** [http://mtgox.com/app/webroot/\\_phpmyadmin\\_gox\\_mt/](http://mtgox.com/app/webroot/_phpmyadmin_gox_mt/)

[Wed May 4 06:56:13 2011] **Mark Karpelès:** need to re-create your user

[Wed May 4 06:58:57 2011] **Mark Karpelès:** done

[Wed May 4 06:59:06 2011] **mtgox:** same name and pass?

[Wed May 4 06:59:10 2011] **Mark Karpelès:** yup

[Wed May 4 06:59:14 2011] **mtgox:** k thanks

[Wed May 4 22:03:23 2011] **mtgox:** > The attacker sent an email from a stolen address offering to stop his attack for \$5000 via libertyreserve.

[Wed May 4 22:03:26 2011] **mtgox:** really?

[Wed May 4 22:06:06 2011] **Mark Karpelès:** yep

[Wed May 4 22:06:18 2011] **Mark Karpelès:** however I have no way to know if it's the same

[Wed May 4 22:06:22 2011] **Mark Karpelès:** and I got his email account closed anyway

[Wed May 4 22:46:41 2011] **mtgox:** I need to withdraw money for user: 930682

[Wed May 4 22:46:53 2011] **mtgox:** but the admin page doesn't like a number as a username

[Wed May 4 22:47:16 2011] **Mark Karpelès:** mh?

[Wed May 4 22:47:31 2011] **Mark Karpelès:** the admin page accepts usernames? I always input user ids there :p

[Wed May 4 22:47:51 2011] **mtgox:** oh good point. I'm still tired

[Wed May 4 22:49:03 2011] **mtgox:** can you send dwolla to people if they don't have a dwolla account?

[Wed May 4 22:53:04 2011] **Mark Karpelès:** no

[Thu May 5 00:48:42 2011] **mtgox:** ddos is starting again

[Thu May 5 00:51:30 2011] **Mark Karpelès:** oh?

[Thu May 5 00:51:37 2011] **Mark Karpelès:** nothing here

[Thu May 5 00:51:38 2011] **mtgox:** nm it was my internet

[Thu May 5 00:56:24 2011] **Mark Karpelès:** [http://munin.xta.net/USA/California/w001.ca.us.xta.net/if\\_eth0.html](http://munin.xta.net/USA/California/w001.ca.us.xta.net/if_eth0.html) <- check this out to see if attack in progress

[Thu May 5 01:04:33 2011] **mtgox:** hmm that doesn't load for me?

[Thu May 5 01:05:20 2011] **mtgox:** nm my internet is dieing

[Fri May 6 07:32:02 2011] **mtgox:** hey [http://mnmn.xta.net/USA/California/w001.ca.us.xta.net/if\\_etho.mnmn](http://mnmn.xta.net/USA/California/w001.ca.us.xta.net/if_etho.mnmn) seems fine but I can't load the site

[Fri May 6 07:39:57 2011] **mtgox:** is the websocket down?

[Fri May 6 07:40:09 2011] **mtgox:** I can get the site fine now

[Fri May 6 07:40:17 2011] **mtgox:** but the websocket seems down

[Fri May 6 07:50:50 2011] **Mark Karpelès:** mh

[Fri May 6 07:50:53 2011] **Mark Karpelès:** I'll reload websocket

[Fri May 6 07:51:12 2011] **Mark Karpelès:** reloaded

[Fri May 6 07:54:19 2011] **mtgox:** ok thanks working now

[Fri May 6 07:55:26 2011] **Mark Karpelès:** btw I understand you don't want to manage the bank account anymore, I need to tell me when you do this kind of things, would make it easier to plan

[Fri May 6 07:55:42 2011] **Mark Karpelès:** I paid a guy to go to US bring the stuff and open the bank account directly next week

[Fri May 6 07:55:59 2011] **mtgox:** what happened to the agent?

[Fri May 6 07:56:16 2011] **mtgox:** I did tell you? you said may 1st in the middle of april

[Fri May 6 07:56:18 2011] **Mark Karpelès:** h's still doing his work

[Fri May 6 07:56:26 2011] **Mark Karpelès:** I told you agent => middle of may

[Fri May 6 07:56:38 2011] **mtgox:** also you have dwolla now right

[Fri May 6 07:56:43 2011] **mtgox:** so you don't really need an account

[Fri May 6 07:56:57 2011] **Mark Karpelès:** I probably don't have enough funds on dwolla

[Fri May 6 07:57:05 2011] **Mark Karpelès:** (unless I link the dwolla account to a bank account)

[Fri May 6 07:57:15 2011] **Mark Karpelès:** new site version was planned for may 1st, however I'll have to wait a bit there to settle the ddos problem first

[Fri May 6 07:57:21 2011] **mtgox:** But just take deposits on dwolla

[Fri May 6 07:57:29 2011] **mtgox:** I'm still doing the withdrawals

[Fri May 6 07:57:37 2011] **Mark Karpelès:** yep

[Fri May 6 07:57:38 2011] **Mark Karpelès:** ok

[Fri May 6 07:58:02 2011] **Mark Karpelès:** any info on the things I sent you (people credited by error)?

[Fri May 6 07:58:45 2011] **mtgox:** I think that eof guy is wrong but I'm not going to argue

[Fri May 6 07:58:55 2011] **mtgox:** the other was just a mistake

[Fri May 6 07:59:05 2011] **Mark Karpelès:** ok

[Fri May 6 07:59:06 2011] **mtgox:** sucks to do this stuff manually

[Fri May 6 07:59:10 2011] **Mark Karpelès:** yep

[Fri May 6 07:59:15 2011] **Mark Karpelès:** want me to do a little interface on the current mtgox?

[Fri May 6 07:59:29 2011] **Mark Karpelès:** like have people input their bank info, remove the money from their mtgox account and send you an email to [jed@mtgox.com](mailto:jed@mtgox.com) with all the infos ?

[Fri May 6 08:00:03 2011] **mtgox:** well it would have been nice awhile ago but it shouldn't be that much more like this right?

[Fri May 6 08:00:25 2011] **mtgox:** I can also fund your dwolla account

[Fri May 6 08:00:32 2011] **Mark Karpelès:** this way you wouldn't have to remove manually, people would be capped to \$1000/day (and have to retry next day to get more)

[Fri May 6 08:00:50 2011] **Mark Karpelès:** you'd need a dwolla account too, and you'll be capped to \$10000/trx (if company, \$5000 if private)

[Fri May 6 08:01:06 2011] **mtgox:** a day?

[Fri May 6 08:01:24 2011] **Mark Karpelès:** I'd have to check, but I think so

[Fri May 6 08:01:44 2011] **mtgox:** that should be ok

[Fri May 6 08:02:50 2011] **mtgox:** are they attacking right now? the bot keeps timing out when it tries to make trades

[Fri May 6 08:02:58 2011] **Mark Karpelès:** nope

[Fri May 6 08:03:23 2011] **Mark Karpelès:** will submit ticket

[Fri May 6 11:16:14 2011] **Mark Karpelès:** got some funds in, btw

[Fri May 6 11:16:33 2011] **mtgox:** in dwolla?

[Fri May 6 11:16:40 2011] **Mark Karpelès:** no, in intl wire

[Fri May 6 11:16:50 2011] **Mark Karpelès:** bitcoin price will go up again in a short time

[Fri May 6 11:17:14 2011] **mtgox:** k thanks

[Fri May 6 11:17:46 2011] **Mark Karpelès:** and I'll have more LR by monday

[Fri May 6 11:18:39 2011] **mtgox:** if this bot of mine works it will really reduce the volatility of the market

[Fri May 6 12:39:10 2011] **Mark Karpelès:**

Mark,

I made some adjustments, so your user should not have any access issues.

Best regards,

[Fri May 6 12:39:16 2011] **Mark Karpelès:** regarding the problems you had earlier

[Fri May 6 23:00:50 2011] **mtgox:** I have a deposit for 1234.56 but no corresponding email?

[Fri May 6 23:52:09 2011] **Mark Karpelès:** let me check

[Fri May 6 23:52:56 2011] **Mark Karpelès:** account: ericools

[Sat May 7 00:11:19 2011] **mtgox:** I'm getting access denied when I try to select on Activity\_Btc\_Added

[Sat May 7 00:11:53 2011] **Mark Karpelès:** mh?

[Sat May 7 00:12:01 2011] **Mark Karpelès:** ah, the usual bug when one dumps a view  
 [Sat May 7 00:12:03 2011] **Mark Karpelès:** need to fix that  
 [Sat May 7 00:29:13 2011] **mtgox:** Is it possible that you don't send some trades to the websocket? The buys and sells I'm getting seemed to have missed a trade that is in my history  
 [Sat May 7 00:30:20 2011] **mtgox:** maybe if the trade happens in a particular way it isn't sent?  
 [Sat May 7 00:30:38 2011] **Mark Karpelès:** I added code where there is insertion in Trade to push those to the ws  
 [Sat May 7 00:31:16 2011] **Mark Karpelès:** btw, I'm still fighting with LR api, it sucks  
 [Sat May 7 00:32:15 2011] **mtgox:** yeah their thing kind of sucks  
 [Sat May 7 00:32:26 2011] **Mark Karpelès:** they use a mysql-like date format  
 [Sat May 7 00:32:31 2011] **Mark Karpelès:** but put the day before the month  
 [Sat May 7 00:32:39 2011] **Mark Karpelès:** 2011-24-03 16:10:41  
 [Sat May 7 00:34:40 2011] **Mark Karpelès:** ok fixed  
 [Sat May 7 00:36:08 2011] **Mark Karpelès:** now I have the whole LR history stored in db, and it'll update automatically, will be easier than using their f\*cking interface  
 [Sat May 7 00:37:15 2011] **Mark Karpelès:** and I'll make it so when LR calls the "status" url, I just check for new lines and credit the appropriate accounts, even if one was missed previously (will avoid all those LR troubles when their API isn't working rightâ  
 [Sat May 7 00:41:37 2011] **mtgox:** I'm pretty sure you didn't send a trade. I'll log higher up to make certain  
 [Sat May 7 00:46:05 2011] **Mark Karpelès:** possible the http request failed  
 [Sat May 7 00:46:18 2011] **Mark Karpelès:** anyway, time to sleep  
 [Sat May 7 00:46:36 2011] **Mark Karpelès:** (and dwolla contacted me to check my EIN number)  
 [Sat May 7 00:46:54 2011] **mtgox:** there isn't an http request  
 [Sat May 7 00:47:19 2011] **mtgox:** > (and dwolla contacted me to check my EIN number)  
 [Sat May 7 00:47:24 2011] **mtgox:** that is fine right?  
 [Sat May 7 00:47:32 2011] **Mark Karpelès:** yep, I sent them the IRS letter back  
 [Sat May 7 00:47:43 2011] **Mark Karpelès:** as for the http req, it's mtgox => websocket server  
 [Sat May 7 00:48:19 2011] **mtgox:** oh I see  
 [Sat May 7 00:49:04 2011] **mtgox:** is it hard to fix that access denied thing before you go to bed?  
 [Sat May 7 00:49:14 2011] **Mark Karpelès:** access denied?  
 [Sat May 7 00:49:36 2011] **mtgox:** for the Activity\_Usd\_Added table  
 [Sat May 7 00:49:44 2011] **Mark Karpelès:** ah  
 [Sat May 7 00:49:45 2011] **Mark Karpelès:** one sec  
 [Sat May 7 00:51:24 2011] **Mark Karpelès:** fixed  
 [Sat May 7 00:51:32 2011] **mtgox:** k thanks  
 [Sat May 7 09:46:52 2011] **mtgox:** ug I thought those ddosers gave up  
 [Sat May 7 14:19:55 2011] **mtgox:** does the attack still seem weak to you?  
 [Sat May 7 21:55:27 2011] **mtgox:** let me know when you are back  
 [Sat May 7 21:55:35 2011] **mtgox:** site is still down  
 [Sat May 7 22:50:44 2011] **mtgox:** it blocked me  
 [Sat May 7 22:51:01 2011] **mtgox:** "Too many failure from your IP, temporarily blocked"  
 [Sat May 7 22:51:05 2011] **mtgox:** my first attempt  
 [Sun May 8 03:17:15 2011] **mtgox:** pycurl.error: (60, 'Peer certificate cannot be authenticated with known CA certificates')  
 [Sun May 8 03:17:41 2011] **mtgox:** when I try to get my orders with my bot  
 [Sun May 8 06:18:29 2011] **mtgox:** did you just change your cert?  
 [Sun May 8 06:19:18 2011] **mtgox:** wget https://mtgox.com  
 --2011-05-07 21:13:06-- https://mtgox.com/  
 Resolving mtgox.com... 199.59.163.86  
 Connecting to mtgox.com[199.59.163.86]:443... connected.  
 ERROR: cannot verify mtgox.com's certificate, issued by âC=IL/O=StartCom Ltd./OU=Secure Digital Certificate Signing/CN=StartCom Class 2 Primary Intermediate Server CAâ  
 Unable to locally verify the issuer's authority.  
 ERROR: certificate common name âwww.mtgox.comâmtgox.comâ  
 To connect to mtgox.com insecurely, use â--no-check-certificateâ.  
 [Sun May 8 06:19:27 2011] **mtgox:** this was fine yesterday  
 [Mon May 9 07:48:42 2011] **Mark Karpelès:** you may need to install the intermediate certificate to your local trust store  
 [Mon May 9 07:49:20 2011] **mtgox:** but it is just weird that it happened all the sudden  
 [Mon May 9 07:50:12 2011] **Mark Karpelès:** it's linked to the proxy, that does not handle serving intermediate certificates  
 [Mon May 9 07:50:56 2011] **Mark Karpelès:** mh  
 [Mon May 9 07:51:08 2011] **Mark Karpelès:** btw I rewrote LR so withdraws are handled async  
 [Mon May 9 07:51:18 2011] **mtgox:** my main issue is not getting all the trades, but I worked around it pretty much I think  
 [Mon May 9 07:54:11 2011] **Mark Karpelès:** any pattern on the trades you are not getting?  
 [Mon May 9 07:54:55 2011] **mtgox:** I can't quite tell. I'm pretty sure it is some depth changes also.  
 [Mon May 9 07:55:33 2011] **mtgox:** There is some chance it is this pythin websocket implementation but I don't really see what is going wrong  
 [Mon May 9 07:55:36 2011] **Mark Karpelès:** will be easier with the new mtgox for me, anyway, the current code is a bit hacky

[Mon May 9 07:55:47 2011] **mtgox:** so maybe wait till others complain

[Mon May 9 21:15:37 2011] **Mark Karpeles:** hi

[Mon May 9 21:15:39 2011] **Mark Karpeles:** any update for paxum?

[Mon May 9 21:16:20 2011] **mtgox:** I haven't meessed with it. I'll do it when I do the rest of the money

[Mon May 9 21:16:47 2011] **Mark Karpeles:** ok

[Mon May 9 21:17:14 2011] **Mark Karpeles:** here I'm stuck writing a letter to the US bank explaining how my company is going to break through the US market (they find the company activity to be lacking)

[Mon May 9 21:18:57 2011] **mtgox:** they replied and said what to you?

[Mon May 9 21:52:50 2011] **mtgox:** Well let me know what they said if you want. Maybe I can help you write a response

[Mon May 9 22:28:01 2011] **mtgox:** how much is in dwolla now?

[Mon May 9 22:29:26 2011] **mtgox:** oh also that guy doesn't do paypal for us anymore. they shut down his account

[Mon May 9 22:57:06 2011] **Mark Karpeles:** [22:28:01] mtgox: how much is in dwolla now? <- 500\$

[Mon May 9 22:57:17 2011] **Mark Karpeles:** yep, someone told me, I'll remove the paypal part

[Mon May 9 22:58:26 2011] **mtgox:** Ok I'll be sending you \$5000 dwolla probably tomorrow and then \$5000 everyday after that

[Mon May 9 23:00:10 2011] **Mark Karpeles:** ok, then I'll add automated dwolla withdraw

[Mon May 9 23:00:55 2011] **Mark Karpeles:** starting 1\$, for only \$0.25

[Mon May 9 23:00:59 2011] **Mark Karpeles:** guess people will stop using LR (hope)

[Mon May 9 23:07:13 2011] **Mark Karpeles:** oh btw maybe worth mentionning, there should be a 50k\$ coming in the next days, and another 3xk\$

[Mon May 9 23:07:47 2011] **Mark Karpeles:** intl wire for the 50k\$ is already sent, the one for the 3xk\$ is pending the sending bank to figure out how to send an international wire

[Mon May 9 23:17:40 2011] **Mark Karpeles:** oh btw now sending a LR payment with MTGOX#<account\_id> in message is enough to get it credited to the account within 1 hour max

[Tue May 10 11:10:04 2011] **Mark Karpeles:** around ?

[Tue May 10 11:11:03 2011] **mtgox:** yep

[Tue May 10 11:11:48 2011] **Mark Karpeles:** [http://dl.dropbox.com/u/24900303/projects/mtgox/Logo\\_proposal\\_001.png](http://dl.dropbox.com/u/24900303/projects/mtgox/Logo_proposal_001.png) <- any thoughts on this?

[Tue May 10 11:16:20 2011] **mtgox:** hmm none of them look that great to me. maybe the second one. I think the logo shouldn't look too cartoony since you want to project seriousness as much as possible I think.

[Tue May 10 11:16:33 2011] **Mark Karpeles:** it's only a single one

[Tue May 10 11:16:47 2011] **mtgox:** you want people that are throwing 5 figures in the site to feel safe

[Tue May 10 11:16:49 2011] **Mark Karpeles:** you got from top to bottom the creation processus (from font creation)

[Tue May 10 11:16:56 2011] **Mark Karpeles:** ok

[Tue May 10 11:17:07 2011] **mtgox:** oh I see

[Tue May 10 11:17:23 2011] **Mark Karpeles:** I'll keep the "more seriousness" part

[Tue May 10 11:17:37 2011] **Mark Karpeles:** it's just a first proposal anyway

[Tue May 10 11:17:53 2011] **Mark Karpeles:** and need to get proposals from a couple other guys

[Tue May 10 11:18:04 2011] **mtgox:** yeah I'm really picky when it comes to logos. so don't really listen to me

[Tue May 10 11:18:42 2011] **Mark Karpeles:** well, I'll try to see how people see it, and will adapt depending on this

[Tue May 10 22:14:42 2011] **mtgox:** going to be hard to get it back down to \$2 now

[Tue May 10 22:51:34 2011] **mtgox:** hey did something weird happen? A guy just told me he saw a bid for \$450k but no one has anywhere near that much

[Tue May 10 22:53:33 2011] **mtgox:** <quote author="anton-ushakov" authorname="Anton Ushakov" conversation="anton-ushakov" guid="x0936c428856ceb2cee07d55eed61cbafc8860ab39d702a1c3c3c5f9ee67fd4b" timestamp="1305035534"><legacyquote>[9:52:14 AM] Anton Ushakov: </legacyquote>please let me know if it's a glitch i saw it twice<legacyquote>

&lt;&lt;&lt; </legacyquote></quote>

[Tue May 10 22:56:49 2011] **mtgox:** .

[Tue May 10 23:05:26 2011] **Mark Karpeles:** gotta find something else than skype, if it's acquired by microsoft

[Tue May 10 23:06:32 2011] **mtgox:** true

[Tue May 10 23:06:45 2011] **mtgox:** any idea about that huge bid?

[Tue May 10 23:06:50 2011] **Mark Karpeles:** yep

[Tue May 10 23:06:58 2011] **Mark Karpeles:** the guy I told you about last time

[Tue May 10 23:07:01 2011] **Mark Karpeles:** ah

[Tue May 10 23:07:05 2011] **Mark Karpeles:** the 450k bid

[Tue May 10 23:07:07 2011] **Mark Karpeles:** must have drank

[Tue May 10 23:07:34 2011] **mtgox:** drank?

[Tue May 10 23:08:25 2011] **Mark Karpeles:** I see no way it could have happened

[Tue May 10 23:11:02 2011] **mtgox:** what does that mean?

[Tue May 10 23:11:50 2011] **Mark Karpeles:** I'll switch mtgox to the new basecode anyway, however I see no way a \$450k bid could have appeared on the market

[Tue May 10 23:13:00 2011] **mtgox:** yeah seems weird. but that guy watches things pretty closely.

[Tue May 10 23:13:11 2011] **mtgox:** when are you making the switch?

[Tue May 10 23:13:14 2011] **Mark Karpeles:** reason more to switch to new codebase soon

[Tue May 10 23:13:26 2011] **Mark Karpeles:** well, was planned for may 1st, however seeing ddos had me push things a bit

[Tue May 10 23:13:46 2011] **Mark Karpeles:** if the new protections are working (and they sure seem to) I'll do the switch end of this week

[Tue May 10 23:13:56 2011] **Mark Karpeles:** hopefully before the two new big guys make their deposits

[Tue May 10 23:19:16 2011] **mtgox:** see this is the scary trend I was talking about. The amount of btc on the site is going down as the price is going up



[Tue May 10 23:19:32 2011] **Mark Karpelès:** yep

[Tue May 10 23:19:47 2011] **Mark Karpelès:** but as the price goes up, more and more miners are putting their btc on the site

[Tue May 10 23:20:11 2011] **mtgox:** as long as it stays above 95k in there

[Tue May 10 23:20:59 2011] **Mark Karpelès:** btw I'm hitting problems with dwolla withdrawals, not enough funds

[Tue May 10 23:21:09 2011] **Mark Karpelès:** if you can start sending the \$5000 you talked about that would be great :)

[Tue May 10 23:21:15 2011] **Mark Karpelès:** it takes a few days to clear out

[Tue May 10 23:21:37 2011] **mtgox:** yeah I'll send as soon as it hits my dwolla account

[Tue May 10 23:22:15 2011] **Mark Karpelès:** ok

[Tue May 10 23:22:24 2011] **Mark Karpelès:** so you are "funding, then send"

[Tue May 10 23:22:31 2011] **Mark Karpelès:** and not "send directly from bank"

[Tue May 10 23:22:54 2011] **mtgox:** oh can I send from my bank?

[Tue May 10 23:22:59 2011] **mtgox:** I'll try taht now

[Tue May 10 23:23:03 2011] **Mark Karpelès:** it takes a few days anyway

[Tue May 10 23:25:46 2011] **Mark Karpelès:** as long as people can naturally get bitcoins in and out of mtgox, there should be no panic withdraw

[Tue May 10 23:25:51 2011] **Mark Karpelès:** the ddos caused some panic withdraw however

[Tue May 10 23:25:54 2011] **Mark Karpelès:** rather than the price going up

[Wed May 11 00:36:41 2011] **Mark Karpelès:** btw maybe I shouldn't tell you this, but things are going even higher

[Wed May 11 00:36:50 2011] **Mark Karpelès:** I guess the poker/investor guy brought some interest

[Wed May 11 02:10:39 2011] **mtgox:** yeah I'm really regretting trying to drive the price down last week. that ddos came at such a bad time

[Wed May 11 08:43:55 2011] **Mark Karpelès:** wtf happened yesterday?

[Wed May 11 08:44:05 2011] **Mark Karpelès:** er

[Wed May 11 08:44:06 2011] **Mark Karpelès:** today?

[Wed May 11 08:51:52 2011] **mtgox:** it basically happened last night when that guy took it to 5 it has just been carrying on since then

[Wed May 11 08:52:01 2011] **mtgox:** is the websocket down?

[Wed May 11 08:54:59 2011] **Mark Karpelès:** websocket fixed

[Wed May 11 08:55:07 2011] **Mark Karpelès:** btw I forwarded you a ACH withdraw request from the FSF :)

[Wed May 11 08:55:27 2011] **mtgox:** heh awesome

[Wed May 11 08:58:05 2011] **mtgox:** > I guess the poker/investor guy brought some interest

[Wed May 11 08:58:10 2011] **mtgox:** how much is coming?

[Wed May 11 08:58:22 2011] **Mark Karpelès:** er

[Wed May 11 08:58:25 2011] **Mark Karpelès:** got 22k in dwolla overnight

[Wed May 11 08:58:51 2011] **mtgox:** ok awesome so now dwolla can take over withdrawals?

[Wed May 11 09:02:07 2011] **Mark Karpelès:** I'll try to

[Wed May 11 09:02:11 2011] **Mark Karpelès:** I should automate that

[Wed May 11 09:05:51 2011] **mtgox:** yeah this ACH is becoming a major pain

[Wed May 11 09:10:51 2011] **Mark Karpelès:** I could quickly implement the same form as for euro, with an email sent to you, so you wouldn't have to remove the funds yourself (and people would be limited to \$1000/day), that is until I get this

f\*\*\* US bank account open

[Wed May 11 09:11:01 2011] **Mark Karpelès:** (waiting for bank answer)

[Wed May 11 09:11:25 2011] **mtgox:** It doesn't seem like you need a US account if you can just use dwolla

[Wed May 11 09:11:36 2011] **Mark Karpelès:** I don't trust dwolla that much

[Wed May 11 09:11:53 2011] **Mark Karpelès:** and stuff like EFF prefer direct ACH

[Wed May 11 09:11:53 2011] **mtgox:** thats true. I was going to say you shouldn't keep that much there

[Wed May 11 09:12:08 2011] **Mark Karpelès:** the 22k there right now will be sent soon anyway

[Wed May 11 09:38:00 2011] **mtgox:** websocket died again

[Wed May 11 11:12:59 2011] **Mark Karpelès:** added form for automated dwolla withdraws

[Wed May 11 11:12:59 2011] **Mark Karpelès:** :)

[Wed May 11 11:13:40 2011] **mtgox:** awesome

[Wed May 11 11:13:49 2011] **Mark Karpelès:** nah

[Wed May 11 11:13:50 2011] **Mark Karpelès:** still fine

[Wed May 11 11:13:56 2011] **Mark Karpelès:**

```
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```

[Wed May 11 11:14:18 2011] **mtgox:** yeah sorry it was my bug

[Wed May 11 11:14:33 2011] **mtgox:** someone just dumped a ton of btc



[Wed May 11 11:15:12 2011] **mtgox:** so can you point people to withdraw by dwolla rather than ACH now?

[Wed May 11 11:15:21 2011] **Mark Karpeles:** yep

[Wed May 11 11:15:25 2011] **Mark Karpeles:** I'll try as much as possible

[Wed May 11 11:15:31 2011] **Mark Karpeles:** however dwolla funds will not be enough

[Wed May 11 11:15:47 2011] **Mark Karpeles:** since I use a withdraw queue, it should be fine

[Wed May 11 11:16:26 2011] **mtgox:** I'll be adding 5k a day and deposits should be more than withdrawals still

[Wed May 11 11:16:34 2011] **Mark Karpeles:** yep

[Wed May 11 11:16:48 2011] **Mark Karpeles:** still got some guys wiring insane amounts of money to here in Japan

[Wed May 11 11:17:12 2011] **Mark Karpeles:** good thing is once I get the US bank account, I'll be able to wire to there for 350¥ (~US\$4.3)

[Wed May 11 11:17:35 2011] **Mark Karpeles:** cheapest intl wire possible:)

[Wed May 11 11:17:40 2011] **mtgox:** I'll also just transfer my balance to it

[Wed May 11 11:17:56 2011] **Mark Karpeles:** yep

[Wed May 11 12:00:53 2011] **mtgox:** why is fee\_usd negative on some trades?

[Wed May 11 12:04:25 2011] **Mark Karpeles:** brace for impact

[Wed May 11 12:05:28 2011] **Mark Karpeles:** I probably ran an old request by mistake when trying to get back the original request, after exporting those data for accounting

[Wed May 11 12:06:13 2011] **Mark Karpeles:** could fix that easily, just hadn't time for that yet

[Wed May 11 12:06:36 2011] **mtgox:** heh ok but the btc one is correct?

[Wed May 11 12:06:47 2011] **Mark Karpeles:** most likely

[Wed May 11 12:06:59 2011] **Mark Karpeles:** I'll re-run the queries to fix this

[Wed May 11 12:07:42 2011] **Mark Karpeles:** waiting to see a new high

[Wed May 11 12:08:12 2011] **mtgox:** I'm still trying to figure out how to deal with this 95k btc debt. I sort of feel like you should start transitioning the btc debt to usd debt

[Wed May 11 12:08:41 2011] **Mark Karpeles:** I'm discussing this too here, and we got a few strategies ready for this

[Wed May 11 12:09:03 2011] **mtgox:** I was trying to think of something with options but doesn't seem better

[Wed May 11 12:11:07 2011] **mtgox:** if you just let fees cover it you will be throwing away a ton of money I think

[Wed May 11 12:15:11 2011] **mtgox:** what are your ideas?

[Wed May 11 12:18:29 2011] **mtgox:** well right before those wires hit I think you should buy up to 6 or so. This will knock 15k btc off it at least

[Wed May 11 12:18:43 2011] **Mark Karpeles:** one of the possibilities will be to invest in some mining hardware/staff, and I'm also seeing to have a mtgox-affiliated mining pool (more miners => we collect a lot of btc without doing anything => and we can also send mtgox BTC transactions without any fees)

[Wed May 11 12:21:18 2011] **mtgox:** mining sounds good but did you calculate how much mining you would need to do? Looks something like 62 cards for a year at current difficulty

[Wed May 11 12:21:52 2011] **Mark Karpeles:** that's why I'm negotiating stuff, and seeing how cheap I can get hardware here.

[Wed May 11 12:22:13 2011] **Mark Karpeles:** also got a few contacts from people with a lot of btc who are looking to sell

[Wed May 11 12:23:34 2011] **mtgox:** that would be a good option

[Wed May 11 12:23:42 2011] **Mark Karpeles:** yep

[Wed May 11 12:24:29 2011] **mtgox:** The thing is you can always do these other things that make btc but you are still trowing money away if the price of BTC goes up. Seems safer to convert the debt and then do these other things

[Wed May 11 12:25:24 2011] **Mark Karpeles:** the market is most likely not going to sustain the current rate anyway

[Wed May 11 12:25:48 2011] **mtgox:** why do you think that?

[Wed May 11 12:26:24 2011] **mtgox:** when talking to these guys about buying btc if it will help to make the price lower I can also take a chunk from them

[Wed May 11 12:27:29 2011] **Mark Karpeles:** yep, anyway solving this is urgent, but acting too fast is not good either

[Wed May 11 12:29:18 2011] **mtgox:** I'm not saying buy it all off the market just do it in little bursts to start to limit the exposure

[Thu May 12 07:27:32 2011] **Mark Karpeles:** funds on dwolla won't be able to keep up with the withdraws

[Thu May 12 07:33:56 2011] **mtgox:** how much is in there now?

[Thu May 12 07:34:11 2011] **mtgox:** what is the withdraw rate ~ 10k a day?

[Thu May 12 07:34:39 2011] **Mark Karpeles:** 14k

[Thu May 12 07:35:20 2011] **mtgox:** well I think starting tomorrow you will be getting 5k a day from me

[Thu May 12 07:35:53 2011] **Mark Karpeles:** ok

[Fri May 13 01:29:51 2011] **mtgox:** you there?

[Fri May 13 06:55:42 2011] **Mark Karpeles:** yes

[Fri May 13 06:57:08 2011] **mtgox:** Can you think of some reason why I get "Not logged in" when I try to get my orders now with the bot?

[Fri May 13 06:57:47 2011] **Mark Karpeles:** there has been no changes on this point

[Fri May 13 06:57:57 2011] **mtgox:** so weird

[Fri May 13 06:57:58 2011] **Mark Karpeles:** ah, except if you did too many bad passwords

[Fri May 13 06:58:01 2011] **Mark Karpeles:** tell me your bot's ip

[Fri May 13 06:58:32 2011] **mtgox:** 201.191.119.69

[Fri May 13 06:58:36 2011] **mtgox:** that is why I'm sure

[Fri May 13 06:58:47 2011] **mtgox:** I changed my pass and forgot to tell the bot

[Fri May 13 06:58:57 2011] **mtgox:** oh wait

[Fri May 13 06:59:01 2011] **mtgox:** wrong IP

[Fri May 13 07:01:07 2011] **Mark Karpeles:** \$40.91 balance on dwolla now (but only \$5.6k of pending withdraws)

[Fri May 13 07:02:45 2011] **mtgox:** it is: 50.17.205.179

[Fri May 13 07:02:58 2011] **mtgox:** did my 5k hit?

[Fri May 13 07:03:22 2011] **Mark Karpeles:** 53 failed login attempts from 50.17.205.179  
[Fri May 13 07:03:24 2011] **Mark Karpeles:** clearing it  
[Fri May 13 07:03:29 2011] **Mark Karpeles:** here  
[Fri May 13 07:04:37 2011] **mtgox:** thanks  
[Fri May 13 07:05:17 2011] **mtgox:** great back to slowly losing money :)  
[Fri May 13 07:05:37 2011] **Mark Karpeles:** I have 3 "pending\_credit" from you  
[Fri May 13 07:06:09 2011] **mtgox:** ok I've been sending one a day  
[Fri May 13 07:06:20 2011] **Mark Karpeles:** yep, I see that  
[Fri May 13 07:06:30 2011] **Mark Karpeles:** sending from bank account can take up to 6 days it seems  
[Fri May 13 07:06:34 2011] **Mark Karpeles:** I think it depends on the bank  
[Fri May 13 10:28:13 2011] **mtgox:** I just sent you 5k from my dwolla balance so you should have it now  
[Fri May 13 10:28:26 2011] **Mark Karpeles:** ok  
[Fri May 13 10:28:30 2011] **mtgox:** price will be \$10 next week I bet  
[Fri May 13 10:29:13 2011] **Mark Karpeles:** yep  
[Fri May 13 10:29:14 2011] **Mark Karpeles:** likely  
[Fri May 13 10:29:23 2011] **Mark Karpeles:** got a lot of funds incoming  
[Fri May 13 10:29:30 2011] **Mark Karpeles:** and waiting for AurumXChange to wake up :p  
[Fri May 13 10:30:11 2011] **mtgox:** man I'm worried about that 95k. sucks to be a cool mil in debt  
[Fri May 13 10:32:50 2011] **Mark Karpeles:** working on this right now, too  
[Fri May 13 10:33:17 2011] **mtgox:** I think you have to give a % of the company for it  
[Fri May 13 10:33:30 2011] **Mark Karpeles:** "for it"?  
[Fri May 13 10:33:45 2011] **Mark Karpeles:** btw dwolla is having troubles keeping up with the funds flow  
[Fri May 13 10:34:01 2011] **mtgox:** for someone to put in the btc debt for us  
[Fri May 13 10:34:22 2011] **Mark Karpeles:** the debt is already less than half it was  
[Fri May 13 10:34:47 2011] **mtgox:** I think that is just because it is taking people awhile to get their funds into dwolla but they can withdraw instantly  
[Fri May 13 10:35:00 2011] **mtgox:** It will probably be fine in a week  
[Fri May 13 10:35:12 2011] **Mark Karpeles:** nah  
[Fri May 13 10:35:23 2011] **Mark Karpeles:** what I mean is the dwolla balance is not right all the time  
[Fri May 13 10:35:33 2011] **mtgox:** what do you mean?  
[Fri May 13 10:35:50 2011] **Mark Karpeles:** it takes a dozen of minutes to be updated sometimes  
[Fri May 13 10:35:54 2011] **mtgox:** I thought you were saying there were more outflows  
[Fri May 13 10:35:56 2011] **Mark Karpeles:** and the statement too doesn't have all the data  
[Fri May 13 10:36:01 2011] **mtgox:** weird  
[Fri May 13 10:36:08 2011] **Mark Karpeles:** I just mean that dwolla's website has bugs  
[Fri May 13 10:36:08 2011] **mtgox:** how hard is it to get that stuff right  
[Fri May 13 10:36:18 2011] **mtgox:** such a simple thing  
[Fri May 13 10:36:27 2011] **Mark Karpeles:** it's in ASP  
[Fri May 13 10:36:32 2011] **mtgox:** oh jeez  
[Fri May 13 10:36:34 2011] **mtgox:** in 2011  
[Fri May 13 10:36:38 2011] **Mark Karpeles:** explains a lot :D  
[Fri May 13 10:36:58 2011] **mtgox:** what is wrong with people. they just built that site last year I think  
[Fri May 13 10:37:49 2011] **Mark Karpeles:** the csv output is not valid either  
[Fri May 13 10:38:07 2011] **Mark Karpeles:** got funds from people like "Whatever, Inc", and the name is not quoted  
[Fri May 13 10:41:44 2011] **Mark Karpeles:** ok, could process all the dwolla withdraws  
[Fri May 13 10:45:03 2011] **mtgox:** oh can you up the mega chart again. Will be above \$10 soon  
[Fri May 13 10:45:14 2011] **Mark Karpeles:** I'll up to \$16  
[Fri May 13 10:45:39 2011] **Mark Karpeles:** in 1~2 hours you'll have \$50000 more on the market  
[Fri May 13 10:46:49 2011] **mtgox:** there just aren't enough coins for all this cash  
[Fri May 13 10:47:03 2011] **mtgox:** man this is going to be one sad sad crash if it happens  
[Fri May 13 10:49:09 2011] **mtgox:** how is the dwolla balance?  
[Fri May 14 11:03:44 2011] **Mark Karpeles:** low  
[Fri May 14 11:03:57 2011] **Mark Karpeles:** got ~\$15000 pending withdraws  
[Fri May 14 12:02:40 2011] **mtgox:** well there is 25k pending from me. It looks like I can send more than 5k a day just not in one batch  
[Fri May 14 12:03:03 2011] **Mark Karpeles:** yep, noticed that  
[Fri May 14 12:03:13 2011] **Mark Karpeles:** some guy is sending over 25k\$ in one go too  
[Fri May 14 12:03:29 2011] **Mark Karpeles:** while I'm waiting for almost 100k\$ on monday~tuesday to come in intl wires  
[Fri May 14 12:03:39 2011] **Mark Karpeles:** something is going on right now  
[Fri May 14 12:03:45 2011] **mtgox:** what do you mean?  
[Fri May 14 12:05:02 2011] **Mark Karpeles:** well, bitcoin is growing, that's nice but a bit too fast  
[Fri May 14 12:05:26 2011] **Mark Karpeles:** I'm planning on offering extra services to those huge buyers to avoid them moving market too much

[Sat May 14 12:05:44 2011] **mtgox:** anything with this insane rate if return is going to attract a lot of money

[Sat May 14 12:06:00 2011] **mtgox:** what can you do? there just aren't enough coins it seems like

[Sat May 14 12:06:03 2011] **Mark Karpelès:** kind of becoming a ponzi of its own, the last ones to buy will lose

[Sat May 14 12:06:10 2011] **mtgox:** yeah

[Sat May 14 12:06:54 2011] **mtgox:** I really don't understand why it is so high. The USD/BTC added is way lower than the current price

[Sat May 14 12:07:01 2011] **mtgox:** It has been for days

[Sat May 14 12:07:19 2011] **mtgox:** people must be adding btc but not selling it

[Sat May 14 12:07:26 2011] **Mark Karpelès:** people on both sides trust the BTC will have a much higher price later

[Sat May 14 12:07:37 2011] **mtgox:** yeah

[Sat May 14 12:07:45 2011] **mtgox:** which seems true

[Sat May 14 12:07:59 2011] **Mark Karpelès:** and thru agree on much higher prices than we could expect

[Sat May 14 12:08:36 2011] **mtgox:** I just don't see why they are adding the btc if not to sell it

[Sat May 14 12:08:51 2011] **mtgox:** I guess they add it waiting for it to hit 10+

[Sat May 14 12:11:30 2011] **Mark Karpelès:** which is likely to happen next week

[Sat May 14 12:11:56 2011] **mtgox:** ug so sad I sold last week

[Sat May 14 23:08:07 2011] **mtgox:** <http://www.bitcoin.org/smf/index.php?topic=8258.0> <-- I bet this is why they wanted to ddos gox. they were hoping to make the price drop. I bet they also spent some of the coins from mybitcoin thinking they could buy them back to replace and are now hurting since the price has gone up so much.

[Sat May 14 23:14:43 2011] **Mark Karpelès:** yep

[Sat May 14 23:14:50 2011] **Mark Karpelès:** from what I've seen, withdraws from mybitcoin are delayed

[Sat May 14 23:14:53 2011] **Mark Karpelès:** (in bitcoins)

[Sat May 14 23:16:59 2011] **Mark Karpelès:** btw can't login to LR right now, their captcha is telling me "The code was typed too quickly. Wait at least 2 seconds." (waiting doesn't help)

[Sat May 14 23:17:16 2011] **Mark Karpelès:** ah, nevermind, finally worked

[Sat May 14 23:20:52 2011] **Mark Karpelès:** oh and had to increase the LR api daily limit to \$30k, too slow if not

[Sat May 14 23:26:22 2011] **Mark Karpelès:** well anyway the rate will fall eventually, the ddos just had the reverse effect

[Sat May 14 23:27:02 2011] **Mark Karpelès:** it's way too high when considering funds/btc in

[Sun May 15 00:00:11 2011] **Mark Karpelès:** oh

[Sun May 15 00:00:12 2011] **Mark Karpelès:** wow

[Sun May 15 00:00:26 2011] **Mark Karpelès:** I sent a contact to LR like 1 week ago about exchanger accounts, and got a reply today

[Sun May 15 00:00:40 2011] **Mark Karpelès:** well, not really a reply, just a "This is an automated response confirming the receipt of your ticket"

[Sun May 15 00:08:35 2011] **mtgox:** heh it is bad news when the automated reply takes a week

[Sun May 15 00:08:52 2011] **Mark Karpelès:** it seems like it may actually work

[Sun May 15 00:08:58 2011] **Mark Karpelès:** need to complete the ToS first for mtgox

[Sun May 15 00:09:03 2011] **Mark Karpelès:** still waiting for confirmation from EU

[Sun May 15 00:09:58 2011] **mtgox:** They should accept you . You are by far the best place to exchange LR

[Sun May 15 00:10:31 2011] **Mark Karpelès:** yep, just need to make sure I fill in their requirements before actually doing the change

[Sun May 15 12:15:13 2011] **mtgox:** <d3athrow> i think something's wrong with mtgox

[23:11] <d3athrow> they double paid me

[Sun May 15 12:15:25 2011] **mtgox:** I asked he has the same username on gox

[Sun May 15 13:17:01 2011] **Mark Karpelès:** yep

[Sun May 15 13:17:05 2011] **Mark Karpelès:** some trades were executed twice

[Sun May 15 13:17:56 2011] **Mark Karpelès:** or does he mean LR ?

[Sun May 15 13:27:02 2011] **mtgox:** I think he means LR or some other withdrawal

[Sun May 15 14:02:00 2011] **Mark Karpelès:** ok

[Sun May 15 14:02:18 2011] **Mark Karpelès:** well, LR sometimes returns nothing, that's probably where it comes from

[Sun May 15 14:02:32 2011] **Mark Karpelès:** I'll stop retrying in those cases and try to find the transaction from the history

[Mon May 16 08:27:06 2011] **mtgox:** <+MagicalTux> toddbethell: you can just contact me and fill KYC requirements to have larger withdraw limit

[19:25] <+MagicalTux> (even if you are in US)

[Mon May 16 08:27:13 2011] **mtgox:** I think thta probably isn't true

[Mon May 16 08:28:08 2011] **Mark Karpelès:** accounting guy in US said it was ok, as long as we could get the proper declarations done

[Mon May 16 08:28:35 2011] **mtgox:** even if you collected KYC on everone you would still need to register as an MSB

[Mon May 16 08:28:55 2011] **Mark Karpelès:** if the funds come from US, yep

[Mon May 16 08:29:09 2011] **mtgox:** I'm not sure what they will do to you though being in japan

[Mon May 16 08:29:15 2011] **mtgox:** maybe just tell you to stop

[Mon May 16 08:29:30 2011] **Mark Karpelès:** I fill all the requirements here

[Mon May 16 08:30:22 2011] **mtgox:** yeah maybe it is fine. I would ask a US lawyer at some point though

[Mon May 16 08:30:32 2011] **Mark Karpelès:** yep

[Mon May 16 08:30:51 2011] **Mark Karpelès:** well, I sent a 50k transfer to UK for AurumXchange without problems

[Mon May 16 08:31:00 2011] **Mark Karpelès:** and another 100k is likely

[Mon May 16 08:31:27 2011] **mtgox:** wow

[Mon May 16 08:31:42 2011] **mtgox:** I bet that guy doesn't have that much

[Mon May 16 08:32:15 2011] **Mark Karpelès:** he's already dry from this week's 50k, however he told me he can arrange for up to 200k in case of need

[Mon May 16 08:33:50 2011] **mtgox:** I bet you are about to be dwolla's biggest account

[Mon May 16 08:34:06 2011] **Mark Karpelès:** I'm the biggest poster on dwolla's forum I think

[Mon May 16 08:34:19 2011] **Mark Karpelès:** <http://dwolla.org/d/>

[Mon May 16 08:34:20 2011] **mtgox:** heh already

[Mon May 16 08:39:28 2011] **mtgox:** oh whats up with the new backend?

[Mon May 16 08:39:39 2011] **Mark Karpelès:** going to switch june 1st

[Mon May 16 08:40:18 2011] **Mark Karpelès:** I'm also hiring someone with some banking/financial/aml background to do the mail support stuff

[Mon May 16 08:40:33 2011] **mtgox:** oh ok

[Mon May 16 08:41:24 2011] **mtgox:** are options anywhere on the horizon?

[Mon May 16 08:41:39 2011] **Mark Karpelès:** yep, I'd say june 10th

[Mon May 16 08:41:50 2011] **Mark Karpelès:** cannot put a 100% on that date however

[Mon May 16 08:41:56 2011] **Mark Karpelès:** anyway once on the new backend, things will be much easier for me

[Mon May 16 08:42:06 2011] **Mark Karpelès:** will also avoid some people from being able to place trades for more funds than they really have

[Mon May 16 08:42:14 2011] **mtgox:** ok do you know how options will work yet?

[Mon May 16 08:42:56 2011] **Mark Karpelès:** I've collected enough data for this, I think

[Mon May 16 08:43:14 2011] **Mark Karpelès:** anyway I have to leave now (need to be at the bank in 20min)

[Mon May 16 08:43:21 2011] **mtgox:** ok later

[Mon May 16 08:43:45 2011] **Mark Karpelès:** today will be busy for them, with over 100k\$ in

[Mon May 16 09:40:32 2011] **Mark Karpelès:** looks like this week is going to be a bitcoin-busy week

[Mon May 16 22:39:42 2011] **Mark Karpelès:** hey just checked

[Mon May 16 22:39:50 2011] **Mark Karpelès:** I have 100k\$ of pending dwolla transactions (including yours)

[Mon May 16 22:40:02 2011] **Mark Karpelès:** I'd say bitcoin is going to reach \$15

[Mon May 16 22:40:07 2011] **Mark Karpelès:** :D

[Mon May 16 22:40:09 2011] **mtgox:** wow nice

[Mon May 16 22:40:24 2011] **mtgox:** dwolla takes so long...

[Mon May 16 22:40:53 2011] **Mark Karpelès:** yep

[Mon May 16 22:41:00 2011] **Mark Karpelès:** 81k USD in pending withdraws on dwolla

[Mon May 16 22:41:35 2011] **Mark Karpelès:** and stupid fedex was not able to deliver a letter properly

[Mon May 16 22:41:53 2011] **Mark Karpelès:** going to call them tomorrow in Japan to have them do it good this time

[Mon May 16 22:44:47 2011] **mtgox:** Since gox is getting so big I think I want to have an actual lawyer redraft the contract between us. I don't really trust the one I made. Is that ok? same terms but it will just be more legit

[Mon May 16 22:45:51 2011] **Mark Karpelès:** should be ok I guess, you have a lawyer in mind?

[Mon May 16 22:45:58 2011] **mtgox:** No I'll find one soon

[Mon May 16 22:46:32 2011] **Mark Karpelès:** as long as the agreed conditions are not affected, it should be fine

[Mon May 16 22:47:01 2011] **Mark Karpelès:** and having troubles with stupid things like banks

[Mon May 16 22:48:33 2011] **mtgox:** yeah terms will be the same.

Also what do you think about trying to raise VC money for mtgox? I bet you could get a 20mil valuation. I'm not saying for sure you should do it but it is an option. And I have a few VC connections. It might be nice to have 2 million in cash to really make mtgox awesome.

[Mon May 16 22:49:02 2011] **Mark Karpelès:** we already have close to 1 million in cash

[Mon May 16 22:49:07 2011] **Mark Karpelès:** not sure any VC would be required, in fact

[Mon May 16 22:49:13 2011] **mtgox:** that is true

[Mon May 16 22:49:40 2011] **mtgox:** but you can't really spend that money on development

[Mon May 16 22:49:51 2011] **Mark Karpelès:** got enough from trade fees for that

[Mon May 16 22:50:02 2011] **Mark Karpelès:** also paying a few lawyers to get a working ToS

[Mon May 16 22:50:19 2011] **Mark Karpelès:** not mentioning the accounting company trying to make something out of all this, while staying legal

[Mon May 16 22:50:20 2011] **mtgox:** ok just making sure you know it is an option. I'm not really pro VC in general

[Mon May 16 22:50:39 2011] **Mark Karpelès:** yeah, I evaluated this option, and for now, it's not a good option, we can do much better :)

[Mon May 16 22:51:38 2011] **Mark Karpelès:** not mentioning the risk of hitting a rogue VC whose only goal will be to get bitcoin down (I got one guy who contacted me who's really shady to this regard)

[Mon May 16 22:51:54 2011] **mtgox:** Also would it be helpful if I sent a list of features and small improvements I want as a user?

[Mon May 16 22:52:06 2011] **Mark Karpelès:** yes, as soon as I put the site on the new system

[Mon May 16 22:52:12 2011] **Mark Karpelès:** for now I'm dealing with a ton of emails every day

[Mon May 16 22:52:24 2011] **mtgox:** what is the email volume?

[Mon May 16 22:52:30 2011] **Mark Karpelès:** 100~200 per day

[Mon May 16 22:52:34 2011] **mtgox:** oh jeez

[Mon May 16 22:52:37 2011] **Mark Karpelès:** enough for me to be hiring specific staff for mtgox

[Mon May 16 22:52:58 2011] **Mark Karpelès:** got a nice japanese lady who has background in accounting and is able to write in english more than correctly

[Mon May 16 22:53:11 2011] **Mark Karpelès:** (plus, having a lady reply to support emails will boost popularity :p)

[Mon May 16 22:53:22 2011] **mtgox:** true :)

[Mon May 16 22:53:42 2011] **Mark Karpelès:** she should reply this week, and will start 15 days later

[Mon May 16 22:53:53 2011] **Mark Karpelès:** she'll work in the same office as my guys :)

[Mon May 16 22:57:53 2011] **Mark Karpelès:** oh and also having problems with the EU account (too much activity, the bank is having troubles keeping up)

[Mon May 16 22:58:08 2011] **Mark Karpelès:** some large withdraws are delayed because of that, but most are fine

[Mon May 16 22:58:26 2011] **mtgox:** weird how is a bank having trouble with that

[Mon May 16 22:59:14 2011] **Mark Karpelès:** banks are the number one thing that goes against any logic

[Tue May 17 02:02:44 2011] **mtgox:** You should host bitcoin.org. It sucks when it goes down

[Tue May 17 07:20:31 2011] **Mark Karpelès:** yep

[Tue May 17 07:20:34 2011] **Mark Karpelès:** already proposed sirius

[Tue May 17 08:23:10 2011] **mtgox:** Wow that 130k from today barely made a dent

[Tue May 17 08:23:54 2011] **Mark Karpelès:** there's 50k of dwolla which was delayed to my wake up, and is likely going to be spent in the next hours

[Tue May 17 08:24:14 2011] **Mark Karpelès:** anyway going to have 100k transferred to LR soon

[Tue May 17 08:24:38 2011] **mtgox:** for withdrawals though. not someone adding it that way right?

[Tue May 17 08:25:38 2011] **Mark Karpelès:** only some people

[Tue May 17 08:26:15 2011] **mtgox:** I think the price is going to drop unless there is another 100k in the next couple days

[Tue May 17 08:52:32 2011] **Mark Karpelès:** 72k\$ in pending dwolla xfers

[Wed May 18 05:50:43 2011] **mtgox:** <http://evilpacket.net/2011/may/17/stealing-bitcoins/>

[Wed May 18 07:10:58 2011] **Mark Karpelès:** meh

[Wed May 18 07:10:59 2011] **Mark Karpelès:** business stuff

[Wed May 18 07:11:22 2011] **Mark Karpelès:** ah no, badly escaped stuff

[Wed May 18 07:19:21 2011] **Mark Karpelès:** fixed

[Wed May 18 08:22:10 2011] **mtgox:** heh: <http://forum.bitcoin.org/index.php?topic=8718.0>

[Wed May 18 08:23:23 2011] **Mark Karpelès:** yep, dwolla is cool with bitcoins

[Wed May 18 08:23:32 2011] **Mark Karpelès:** it's making them big faster than they had expected

[Wed May 18 08:23:42 2011] **mtgox:** have they emailed you about it?

[Wed May 18 08:23:49 2011] **Mark Karpelès:** I emailed them about it

[Wed May 18 08:23:55 2011] **mtgox:** oh ok good

[Wed May 18 08:24:17 2011] **Mark Karpelès:** btw you said something about daily influx or stuff

[Wed May 18 08:24:26 2011] **Mark Karpelès:** I guess we got our influx for the week coming soon

[Wed May 18 08:24:35 2011] **mtgox:** you mean from me?

[Wed May 18 08:24:45 2011] **Mark Karpelès:** no, from someone else, who is wiring to Japan a crazy amount

[Wed May 18 08:24:55 2011] **mtgox:** oh how much?

[Wed May 18 08:25:02 2011] **Mark Karpelès:** 500k

[Wed May 18 08:25:06 2011] **mtgox:** wow!

[Wed May 18 08:25:22 2011] **mtgox:** that is crazy

[Wed May 18 08:25:25 2011] **Mark Karpelès:** yes, it is indeed

[Wed May 18 08:25:34 2011] **mtgox:** any idea who they are?

[Wed May 18 08:25:38 2011] **Mark Karpelès:** I'll suggest that guy methods to avoid moving the market too much, but that might be just what he wants

[Wed May 18 08:25:57 2011] **Mark Karpelès:** mh, haven't received the transfer confirmation form for his first transfer

[Wed May 18 08:26:11 2011] **Mark Karpelès:** first sent 42k, saw it worked fine, and this time sends 500k

[Wed May 18 08:27:19 2011] **Mark Karpelès:** oh and our idoc guy is now using dwolla, he got his account verified and appears as "MD" (medical doctor I think)

[Wed May 18 08:27:35 2011] **mtgox:** I talked to that guy on the phone actually

[Wed May 18 08:27:39 2011] **Mark Karpelès:** yes?

[Wed May 18 08:27:41 2011] **mtgox:** he is legit it seems like

[Wed May 18 08:27:57 2011] **mtgox:** he wanted to ask me a bout setting up an exchange during the ddos

[Wed May 18 08:28:09 2011] **mtgox:** I told him it was too much trouble and gox would be back in action soon

[Wed May 18 08:29:12 2011] **Mark Karpelès:** yep, speaking of which I'm opening a bank account in HK for all our chinese users (will reduce a bit the load on LR) and stuff in US is moving forward (the bank said they got all the required docs and will give an answer soon)

[Wed May 18 08:29:53 2011] **mtgox:** are there a lot of chinese wanting to buy in?

[Wed May 18 08:30:15 2011] **mtgox:** I hear way more Canadians

[Wed May 18 08:30:15 2011] **Mark Karpelès:** I got quite a few mails from chinese users with broken english, asking about how to add funds or withdraw from china

[Wed May 18 08:30:22 2011] **Mark Karpelès:** canada is already in progress too

[Wed May 18 08:30:33 2011] **mtgox:** awesome

[Wed May 18 08:30:50 2011] **Mark Karpelès:** and I'm opening in UK too, to handle GBP with government guarantees on deposited funds

[Wed May 18 08:31:10 2011] **mtgox:** australia while you are at it?

[Wed May 18 08:31:21 2011] **Mark Karpelès:** could be an idea, I'll add it to the list

[Wed May 18 08:31:32 2011] **mtgox:** paypal also doesn't work in india

[Wed May 18 08:31:45 2011] **Mark Karpelès:** HK is going to be a big plus, since I'll be opening a bank account directly at HSBC's headquarters, in person

[Wed May 18 08:32:01 2011] **mtgox:** you are about to be running a massive company I think

[Wed May 18 08:32:17 2011] **Mark Karpelès:** and I'm not going to forget you for opening this opportunity :)

[Wed May 18 08:32:29 2011] **Mark Karpelès:** btw I got an email from some guy who claimed to have an equity on mtgox with you

[Wed May 18 08:32:41 2011] **mtgox:** who?



[Wed May 18 08:33:12 2011] **Mark Karpelès:** Peter Vessenes

[Wed May 18 08:33:32 2011] **mtgox:** are you serious. what an asshole

[Wed May 18 08:33:37 2011] **mtgox:** can you forward me the email?

[Wed May 18 08:33:49 2011] **Mark Karpelès:** yep

[Wed May 18 08:34:04 2011] **Mark Karpelès:** forwarded

[Wed May 18 08:34:42 2011] **mtgox:** god I hat that guy

[Wed May 18 08:34:48 2011] **mtgox:** er hate

[Wed May 18 08:34:54 2011] **mtgox:** this is total BS

[Wed May 18 08:35:08 2011] **mtgox:** you can look up all our email exchanges

[Wed May 18 08:35:23 2011] **Mark Karpelès:** well, I'm not worried anyway

[Wed May 18 08:36:32 2011] **mtgox:** don't even reply to him

[Thu May 19 10:23:20 2011] **mtgox:** hey so is the dwolla deposit rate greater than withdrawals now?

[Thu May 19 10:23:37 2011] **mtgox:** do I need to deposit more or is it ok?

[Thu May 19 10:24:51 2011] **Mark Karpelès:** Not ok yet

[Thu May 19 10:25:01 2011] **Mark Karpelès:** And this is crazy btw

[Thu May 19 10:25:07 2011] **mtgox:** what?

[Thu May 19 10:25:19 2011] **Mark Karpelès:** Really got 500k in bank here

[Thu May 19 10:25:33 2011] **mtgox:** wow

[Thu May 19 10:25:36 2011] **mtgox:** so it is hitting now?

[Thu May 19 10:25:44 2011] **Mark Karpelès:** Running background checks with the bank of japan

[Thu May 19 10:25:48 2011] **mtgox:** so curious what that is going to do to the rate

[Thu May 19 10:25:59 2011] **mtgox:** is the guy from the US?

[Thu May 19 10:26:21 2011] **Mark Karpelès:** It'll hit soon, dunno if the guy intends to move btc to heavens or buy bits by bits

[Thu May 19 10:26:41 2011] **Mark Karpelès:** The guy has an address in hawaii

[Thu May 19 10:27:01 2011] **mtgox:** There is actually enough to cover it up to about 10.5 or so

[Thu May 19 10:27:09 2011] **mtgox:** which is also crazy

[Thu May 19 10:27:14 2011] **Mark Karpelès:** When I lookup his name I get tons of pages about some lawyer

[Thu May 19 10:27:26 2011] **mtgox:** what is his name>

[Thu May 19 10:27:28 2011] **mtgox:** ?

[Thu May 19 10:27:31 2011] **Mark Karpelès:** Not sure if same guy

[Thu May 19 10:27:59 2011] **Mark Karpelès:** Ryan M Grant

[Thu May 19 10:28:45 2011] **Mark Karpelès:** That's the name provided by the remote bank, Standard Chartered Bank

[Thu May 19 10:30:03 2011] **Mark Karpelès:** I'll have to call the bank anyway

[Thu May 19 21:43:56 2011] **mtgox:** that is a bit scary. mr 500k just put in a lot of really low bids

[Thu May 19 21:46:56 2011] **Mark Karpelès:** mh

[Thu May 19 21:47:11 2011] **Mark Karpelès:** somehow it's better for me

[Thu May 19 21:48:17 2011] **Mark Karpelès:** gives me some time to get funds around before he buys expensive and have LR run dry

[Thu May 19 21:48:25 2011] **mtgox:** that is true

[Thu May 19 21:48:38 2011] **mtgox:** I just wonder if he knows that it will drop

[Thu May 19 21:50:29 2011] **Mark Karpelès:** maybe he just hopes

[Thu May 19 21:51:32 2011] **mtgox:** yeah it is just weird since I think everyother large deposit just bought up all the coins it could instantly

[Thu May 19 21:53:35 2011] **Mark Karpelès:** well, he got plenty to play around

[Sat May 21 08:36:09 2011] **mtgox:** man it is tanking

[Sat May 21 10:12:46 2011] **mtgox:** hmm is the server having issues?

[Sat May 21 10:21:11 2011] **mtgox:** I get: "Another trade is still in progress, please retry in a few seconds"

[Sat May 21 10:30:43 2011] **mtgox:** Well now I'm just getting Connection refused on the websocket

[Sat May 21 10:40:04 2011] **mtgox:** websocket seems ok again

[Sat May 21 11:13:54 2011] **mtgox:** well something is still screwy. Bot is missing a lot of messages

[Sun May 22 10:06:55 2011] **Mark Karpelès:** hi

[Sun May 22 10:07:12 2011] **Mark Karpelès:** finally got the bank account setup, I should receive the last details this week via fedex

[Sun May 22 10:13:57 2011] **mtgox:** ok great

[Sun May 22 10:14:18 2011] **mtgox:** I was thinking you should probably look into registering as an msb in the US

[Sun May 22 10:14:41 2011] **mtgox:** I don't think it actually costs much at the federal level. It is just the states that get you

[Sun May 22 10:15:11 2011] **mtgox:** I'm pretty sure you are in violation of US law right now

[Sun May 22 10:15:26 2011] **mtgox:** which maybe you don't care about if you never go to the US?

[Sun May 22 10:16:53 2011] **Mark Karpelès:** Well, I don't care really much, however I think it's a good idea to be on line with regulations

[Sun May 22 10:17:01 2011] **Mark Karpelès:** I'll check the costs to register as MSB, and what it implies

[Sun May 22 10:21:50 2011] **Mark Karpelès:** I wonder how a japanese company registers as MSB in US

[Sun May 22 11:09:57 2011] **mtgox:** Well it will be bad if the US declares it unlicensed or what ever maybe not for you personally but for the site in general it could cause problems

[Sun May 22 11:10:20 2011] **mtgox:** I'll try to find a good lawyer for you to talk to about this



[Sun May 22 11:11:59 2011] **Mark Karpelès:** ok

[Tue May 24 21:59:53 2011] **mtgox:** hey how is dwolla holding up?

[Tue May 24 22:02:02 2011] **Mark Karpelès:** not bad

[Tue May 24 22:02:06 2011] **Mark Karpelès:** btw want the US account infos ?

[Tue May 24 22:02:26 2011] **mtgox:** sure can you email it to me

[Tue May 24 22:02:27 2011] **Mark Karpelès:** ok

[Tue May 24 22:03:56 2011] **Mark Karpelès:** sent

[Tue May 24 22:07:05 2011] **mtgox:** so at somepoint I need to tally up how much USD I owe you. Have time to do it now? I just need the amount you are holding in the various accounts

[Tue May 24 22:07:24 2011] **Mark Karpelès:** heh

[Tue May 24 22:07:49 2011] **Mark Karpelès:** that's going to be a pain, and we don't need to forget that goxbot's balance is "wrong"

[Tue May 24 22:08:06 2011] **Mark Karpelès:** (well, he has zero)

[Tue May 24 22:08:12 2011] **mtgox:** yeah yeah

[Tue May 24 22:08:33 2011] **mtgox:** and I need to figure in the trade fees

[Tue May 24 22:08:48 2011] **Mark Karpelès:** I got xls files for the trade fee

[Tue May 24 22:08:52 2011] **Mark Karpelès:** for march & april

[Tue May 24 22:09:17 2011] **Mark Karpelès:** fichiers envoyés "Trades\_201103.xls", "Trades\_201104.xls"<files alt=""><file size="554496" index="0">Trades\_201103.xls</file><file size="3056640" index="1">Trades\_201104.xls</file></files>

[Tue May 24 22:09:20 2011] **mtgox:** I'll just select sum(fee\_usd) from the DB

[Tue May 24 22:09:29 2011] **Mark Karpelès:** nah, it's borked for one of the months

[Tue May 24 22:09:36 2011] **mtgox:** oh ok

[Tue May 24 22:09:41 2011] **Mark Karpelès:** there are negative fees

[Tue May 24 22:10:03 2011] **mtgox:** oh I thought you fixed that

[Tue May 24 22:11:10 2011] **Mark Karpelès:** not high priority since I already got the xls files

[Tue May 24 22:11:29 2011] **Mark Karpelès:** and more busy working on the legal context with some lawyers than on the database data nobody can see

[Tue May 24 22:12:18 2011] **mtgox:** japanese lawyers?

[Tue May 24 22:12:32 2011] **mtgox:** they still say everything is fine?

[Tue May 24 22:12:55 2011] **Mark Karpelès:** international lawyers in Japan

[Tue May 24 22:13:10 2011] **Mark Karpelès:** they cover ~100 countries and are quite expensive, however I got some contacts

[Tue May 24 22:21:03 2011] **mtgox:** do you have other people working on the code at this point or just you?

[Tue May 24 22:22:38 2011] **Mark Karpelès:** I make the main changes, and got a tester, and a reviewer

[Tue May 24 22:31:30 2011] **Mark Karpelès:** mh

[Tue May 24 22:31:43 2011] **Mark Karpelès:** accounting is difficult since there are funds in many places which are currently moving

[Tue May 24 22:32:20 2011] **mtgox:** yeah there are 4 accounts right? LR, dwolla, Euro, JPY

[Tue May 24 22:33:16 2011] **Mark Karpelès:** also USD in Japan

[Tue May 24 22:33:33 2011] **Mark Karpelès:** and australia too

[Tue May 24 22:33:35 2011] **mtgox:** have you spent money out of the accounts for anything other than withdrawals?

[Tue May 24 22:34:18 2011] **Mark Karpelès:** nothing that isn't accounted for (basically, lawyer fees, and stuff for the new support staff)

[Tue May 24 22:35:16 2011] **mtgox:** well it is only going to become more of a mess so we should set aside some time to do it soonish

[Tue May 24 22:35:23 2011] **Mark Karpelès:** yep

[Tue May 24 22:35:33 2011] **Mark Karpelès:** anyway finally got a bank in US, will make things easier

[Tue May 24 22:36:02 2011] **Mark Karpelès:** oh and the new lady doing support also has some background in accounting, and will help me account for all those funds to make sure everything's fine

[Tue May 24 22:37:41 2011] **mtgox:** ok I guess you can just send me a snapshot at anypoint and I can figure it out. Just need the gox balance and everything you have and everything you have spent

[Tue May 24 22:38:55 2011] **Mark Karpelès:** yep

[Tue May 24 22:40:42 2011] **Mark Karpelès:** I could also analyze each operation type=9 since the start and assign each one to something

[Tue May 24 22:40:47 2011] **mtgox:** you don't have a list of what you are working on for the site by anychance? It would make me bug you less if I could see what was coming down the pipe

[Tue May 24 22:40:49 2011] **Mark Karpelès:** will have to at a point, anyway

[Tue May 24 22:41:08 2011] **Mark Karpelès:** can't audit the whole system without this info

[Tue May 24 22:41:12 2011] **mtgox:** Yeah I want to do the accounting in a few ways just to make sure

[Tue May 24 22:41:44 2011] **Mark Karpelès:** btw I already have a full accounting of all the euro, dwolla, and LR moves now

[Tue May 24 22:41:53 2011] **Mark Karpelès:** what's missing is manual corrections

[Tue May 24 22:44:47 2011] **Mark Karpelès:** LR is going out really fast, and AurumXchange is almost out of funds

[Tue May 24 22:44:51 2011] **Mark Karpelès:** I'm exchanging another 100k this week

[Tue May 24 22:45:18 2011] **mtgox:** still no word from LR itself?

[Tue May 24 22:45:35 2011] **Mark Karpelès:** they want MtGox to have a ToS in good form

[Tue May 24 22:45:36 2011] **Mark Karpelès:** working on this

[Tue May 24 22:46:02 2011] **Mark Karpelès:** however buying LRUSD from LR has a cost, it seems

[Tue May 24 22:46:16 2011] **Mark Karpelès:** while Aurum sells us BTC without fees

[Tue May 24 22:46:35 2011] **mtgox:** how do they do it for free if LR charges them?

[Tue May 24 22:46:56 2011] **Mark Karpelès:** they send us LR they bought from other people for a fee

[Tue May 24 22:47:38 2011] **Mark Karpelès:** <http://blog.aurumxchange.com/2011/03/liberty-reserve-to-wire-at-only-199.html> <- because I bought so much LR from them they are doing a special operation

[Tue May 24 22:48:03 2011] **mtgox:** well you can always raise the LR withdraw fee

[Tue May 24 22:48:13 2011] **Mark Karpeles:** yep, will do if it happens

[Tue May 24 22:48:57 2011] **Mark Karpeles:** also talking with AurumXchange to sell on mtgox bitcoin-customized VISA cards

[Tue May 24 22:49:04 2011] **Mark Karpeles:** a VISA card with a bitcoin logo ;)

[Tue May 24 22:49:26 2011] **mtgox:** that would be awesome

[Tue May 24 22:49:35 2011] **Mark Karpeles:** people would be able to charge it with MTGUSD

[Tue May 24 22:50:03 2011] **Mark Karpeles:** also, bank in UK will be open next week

[Tue May 24 22:50:11 2011] **Mark Karpeles:** will accept GBP directly

[Tue May 24 22:50:25 2011] **Mark Karpeles:** and EUR will probably be moved there too, on a EUR account

[Tue May 24 22:50:30 2011] **mtgox:** cool. what is the time line for better merchant gateway things?

[Tue May 24 22:51:02 2011] **Mark Karpeles:** june 1st I'm moving to the new platform for good this time

[Tue May 24 22:51:23 2011] **Mark Karpeles:** finished implementing most of the ddos protections, and will run on the new ultra powerful servers I got at the datacenter (24 cores, 32GB ram, hardware raid, etc)

[Tue May 24 22:51:24 2011] **mtgox:** people really want to price things in \$ and have it convert to the correct amount of BTC

[Tue May 24 22:51:29 2011] **Mark Karpeles:** yep

[Tue May 24 22:51:33 2011] **Mark Karpeles:** I plan to do even better

[Tue May 24 22:51:36 2011] **mtgox:** heh nice

[Tue May 24 22:51:44 2011] **Mark Karpeles:** define price in USD, people pay in bitcoin, your receive USD

[Tue May 24 22:54:09 2011] **Mark Karpeles:** anyway got a lot of work

[Tue May 24 23:25:09 2011] **Mark Karpeles:** btw, one other thing

[Tue May 24 23:25:51 2011] **Mark Karpeles:** mtgox is sponsoring one of the bitcoin pools, and will show it on the site (thru driving more miners there). The idea is to have mtgox transactions go through that pool without any fee, and earn bitcoins from the pool activity ;)

[Tue May 24 23:26:17 2011] **Mark Karpeles:** the "sponsoring" is in the form of a server in one of my datacenters, so easy ;)

[Tue May 24 23:36:19 2011] **mtgox:** so miners from that pool don't pay a trade fee?

[Tue May 24 23:36:43 2011] **mtgox:** what % of the btc does mtgox keep from the pool?

[Tue May 24 23:36:47 2011] **Mark Karpeles:** no

[Tue May 24 23:37:15 2011] **Mark Karpeles:** since 0.3.21, almost all bitcoin transactions need a fee to be added to the blockchain

[Tue May 24 23:37:27 2011] **Mark Karpeles:** with the pool, mtgox will send transactions (bitcoin withdraws) for free

[Tue May 24 23:37:34 2011] **mtgox:** oh I see

[Tue May 24 23:37:37 2011] **Mark Karpeles:** miners get nothing

[Tue May 24 23:37:40 2011] **mtgox:** yeah good idea

[Tue May 24 23:37:43 2011] **Mark Karpeles:** pool owner get a free server

[Tue May 24 23:37:59 2011] **Mark Karpeles:** we get half of the fees collected when generating blocks

[Tue May 24 23:38:08 2011] **Mark Karpeles:** (the 50 BTC generated goes to the miners)

[Tue May 24 23:42:18 2011] **Mark Karpeles:** activity in europe is crazy

[Tue May 24 23:42:45 2011] **Mark Karpeles:** because of the weekend we had 30k€ waiting to be sent (bank was closed monday), it just got all sent today, but balance did not go down

[Tue May 24 23:43:22 2011] **mtgox:** well 130k or so needs to go in a day to support this price it looks like

[Tue May 24 23:44:15 2011] **Mark Karpeles:** bitcoin balance is also increasing day by day

[Tue May 24 23:44:31 2011] **Mark Karpeles:** btw did you send me all the bitcoins? (ie. should I could missing coins as "the loss" ?)

[Tue May 24 23:44:43 2011] **mtgox:** yeah you have all the btc now

[Tue May 24 23:44:45 2011] **Mark Karpeles:** ok

[Tue May 24 23:45:08 2011] **mtgox:** how much is the loss at this point?

[Tue May 24 23:46:31 2011] **Mark Karpeles:** ~88633.39 btc, it seems

[Tue May 24 23:46:46 2011] **mtgox:** oh so still quite a bit

[Tue May 24 23:46:56 2011] **Mark Karpeles:** yeah

[Tue May 24 23:48:09 2011] **Mark Karpeles:** hopefully the different additions (pool & other stuff) will help close this fast

[Tue May 24 23:49:27 2011] **mtgox:** well if the price is ever about to go up a lot you should convert the debt to usd debt

[Tue May 24 23:49:51 2011] **Mark Karpeles:** things are cooling down lately

[Tue May 24 23:49:58 2011] **mtgox:** yeah

[Tue May 24 23:50:16 2011] **Mark Karpeles:** only got a guy with a shitload of USD who may buy at any time

[Tue May 24 23:50:30 2011] **mtgox:** I thought this 500k was going to do a lot but he is just waiting

[Tue May 24 23:50:40 2011] **mtgox:** a dark lurker

[Tue May 24 23:50:46 2011] **Mark Karpeles:** I exchanged some mails with him, to know more

[Tue May 24 23:50:53 2011] **Mark Karpeles:** (and for AML purposes too)

[Tue May 24 23:50:55 2011] **mtgox:** what is his deal?

[Tue May 24 23:51:18 2011] **Mark Karpeles:** <http://vimeo.com/2166623> <- that's him

[Tue May 24 23:53:53 2011] **mtgox:** hehe weird so not a hedge fund guy. cool device.

[Tue May 24 23:54:27 2011] **Mark Karpeles:** he said "I do intend to purchase software consulting through the market you're helping enable"

[Wed May 25 00:06:19 2011] **Mark Karpeles:** btw I'm linking dwolla with the new US account, will make things easier ;)

[Wed May 25 00:08:50 2011] **Mark Karpeles:** I'll have a preliminary balance for your account in a few days, based on the funds on dwolla at that time, and on mtgox, and based on all the funds movements since then

[Wed May 25 00:09:02 2011] **mtgox:** ok cool

[Wed May 25 00:10:54 2011] **Mark Karpelès:** I won't be able to differentiate paxum from bank account, however  
 [Wed May 25 00:11:15 2011] **mtgox:** thats fine as long as it is in there  
 [Wed May 25 11:24:48 2011] **Mark Karpelès:** you saw <http://www.npr.org/2011/05/24/136620231/what-are-bitcoins> ?  
 [Wed May 25 11:25:11 2011] **mtgox:** yeah crazy  
 [Wed May 25 11:25:41 2011] **mtgox:** my friends heard the program randomly  
 [Wed May 25 11:26:02 2011] **Mark Karpelès:** people on OTC too  
 [Wed May 25 17:10:30 2011] **Mark Karpelès:** got an interesting pm:

Hi Mark.

I'm really sorry for what I did and wish to return your bitcoins if you give me an adress.  
 That adress should probably come from a new wallet.

[Wed May 25 22:00:15 2011] **mtgox:** heh hopefully it is the 95k btc and not just a few  
 [Wed May 25 22:12:11 2011] **Mark Karpelès:** yep  
 [Wed May 25 22:12:34 2011] **mtgox:** what account was it from?  
 [Wed May 25 22:12:48 2011] **Mark Karpelès:** it was a new forum account with 0 posts  
 [Wed May 25 22:13:09 2011] **Mark Karpelès:** I just said "uh? what? well here's a bitcoin address: xxx"  
 [Wed May 25 22:13:22 2011] **Mark Karpelès:** in case it's a trap from someone unrelated  
 [Sat May 28 00:33:06 2011] **mtgox:** I think I have a way to make bitcoin without the mining  
 [Sat May 28 00:45:16 2011] **mtgox:** <http://forum.bitcoin.org/index.php?topic=10193.0>  
 [Sat May 28 09:56:49 2011] **mtgox:** hey any word from that guy that wanted to give your BTC back?  
 [Sat May 28 10:21:51 2011] **Mark Karpelès:** nah, not really  
 [Sat May 28 10:21:54 2011] **Mark Karpelès:** either a trap or a test  
 [Tue May 31 08:16:18 2011] **Mark Karpelès:** hi, I think we'll reach the 60k within the first 6 months without problems in fact  
 [Tue May 31 09:36:49 2011] **mtgox:** cool. Is the new backend ready tomorrow?  
 [Wed Jun 1 00:03:01 2011] **mtgox:** mr 500k finally bought all his coins  
 [Wed Jun 1 06:36:57 2011] **Mark Karpelès:** and someone sold a bunch?  
 [Wed Jun 1 06:37:05 2011] **Mark Karpelès:** \*just woke up\*  
 [Wed Jun 1 06:37:34 2011] **mtgox:** someone sold after he drove the price up  
 [Wed Jun 1 06:37:45 2011] **mtgox:** early there  
 [Wed Jun 1 06:39:17 2011] **mtgox:** is the new backend still on schedule?  
 [Wed Jun 1 06:39:55 2011] **Mark Karpelès:** somehow, still got a few things to fix, and the wiki broke on me yesterday  
 [Wed Jun 1 22:54:35 2011] **mtgox:** ah you raised the dark pool limit  
 [Fri Jun 3 02:38:23 2011] **mtgox:** are dwolla deposits automatic now or you still have to do them?  
 [Fri Jun 3 07:56:50 2011] **Mark Karpelès:** it's half automatic  
 [Fri Jun 3 07:56:59 2011] **Mark Karpelès:** I have to login on dwolla and download the account statement  
 [Fri Jun 3 07:57:08 2011] **Mark Karpelès:** the new oauth dwolla api should help in the future  
 [Fri Jun 3 22:38:44 2011] **mtgox:** wowzers 14!  
 [Fri Jun 3 22:40:44 2011] **Mark Karpelès:** yes  
 [Fri Jun 3 22:41:43 2011] **mtgox:** just doesn't seem like there is enough coming in to support that  
 [Fri Jun 3 22:42:41 2011] **Mark Karpelès:** well, this week was not bad  
 [Fri Jun 3 22:42:59 2011] **Mark Karpelès:** +300k in one day  
 [Fri Jun 3 22:43:09 2011] **Mark Karpelès:** Opening the international deposits triggered a \*lot\* of deposits  
 [Fri Jun 3 22:43:44 2011] **Mark Karpelès:** (finally got the AML requirements from my japanese bank for intl deposits, so I added the option on the site)  
 [Fri Jun 3 22:44:42 2011] **Mark Karpelès:** btw in Australia I got Technocash to accept receiving funds for mtgox while knowing we deal in bitcoins and what bitcoins are  
 [Fri Jun 3 22:45:00 2011] **Mark Karpelès:** their risk scale goes from 3% fee to 8% fee, we got 5% fee, which is not too bad (it could have been 8%)  
 [Fri Jun 3 22:46:19 2011] **mtgox:** is techno cash like paypal basically?  
 [Fri Jun 3 22:46:27 2011] **Mark Karpelès:** not really  
 [Fri Jun 3 22:46:39 2011] **Mark Karpelès:** they just provide a bank account where people can deposit, and send me the operations as CSV  
 [Fri Jun 3 22:46:50 2011] **Mark Karpelès:** they are in Australia  
 [Fri Jun 3 22:47:06 2011] **Mark Karpelès:** anyway most of our funds entry points have ack bitcoin and agreed to receive funds for bitcoins, which is great (secured fund sources, unlikely to go away on a whim)  
 [Fri Jun 3 22:47:20 2011] **Mark Karpelès:** (like paypal did)  
 [Fri Jun 3 22:47:23 2011] **mtgox:** yeah taht is good  
 [Fri Jun 3 22:50:24 2011] **Mark Karpelès:** got some interesting people too  
 [Fri Jun 3 22:50:36 2011] **Mark Karpelès:** some people whose name is in wikipedia  
 [Fri Jun 3 22:50:45 2011] **mtgox:** oh really? depositing?  
 [Fri Jun 3 22:50:53 2011] **Mark Karpelès:** depositing USD to buy bitcoins  
 [Fri Jun 3 22:51:26 2011] **Mark Karpelès:** [http://en.wikipedia.org/wiki/Eyal\\_Hertzog](http://en.wikipedia.org/wiki/Eyal_Hertzog) <- for example this guy  
 [Fri Jun 3 22:52:12 2011] **mtgox:** Oh I was going to say do you want me to find someone to do the emails? Maybe it would be easier if english was their first language. I still know the guy who did the email for edonkey that was pretty good.  
 [Fri Jun 3 22:52:36 2011] **Mark Karpelès:** I already hired one guy, and getting another one soon

[Fri Jun 3 22:52:52 2011] **Mark Karpelès:** (you mean replying to the support emails?)

[Fri Jun 3 22:52:56 2011] **mtgox:** yeah

[Fri Jun 3 22:53:00 2011] **Mark Karpelès:** yep

[Fri Jun 3 22:53:08 2011] **Mark Karpelès:** got one guy, and going to add some more soonish

[Fri Jun 3 22:53:17 2011] **Mark Karpelès:** we are over 300 mails per 24 hours

[Fri Jun 3 22:53:22 2011] **mtgox:** crazy

[Fri Jun 3 22:53:47 2011] **Mark Karpelès:** I only hire people who are in Japan for obvious liability reasons

[Fri Jun 3 22:54:15 2011] **mtgox:** ok

[Fri Jun 3 22:54:38 2011] **Mark Karpelès:** they work in the office, and are under employment contract (including rules to not disclose customer informations/etc)

[Fri Jun 3 22:56:47 2011] **mtgox:** Also bitcoin is getting a ton of press now. I think someone in the US government will start looking at mtgox to make sure it is in compliance very soon. Can you please retain a lawyer here that will get all that straight for you? I have a lead for one that would be good

[Fri Jun 3 22:57:29 2011] **Mark Karpelès:** ok, if you already have one let's try asking there

[Fri Jun 3 22:57:54 2011] **mtgox:** ok I'll get the contact info today

[Fri Jun 3 22:58:16 2011] **Mark Karpelès:** ok, mail that to admin@mtgox.com

[Fri Jun 3 22:58:20 2011] **Mark Karpelès:** I'll be sleeping now

[Fri Jun 3 22:58:24 2011] **Mark Karpelès:** today was really busy

[Fri Jun 3 22:58:30 2011] **mtgox:** ok goodnight :)

[Fri Jun 3 23:01:09 2011] **Mark Karpelès:** more funds in (eur)

[Fri Jun 3 23:01:22 2011] **Mark Karpelès:** +40k USD from the euro zone

[Fri Jun 3 23:01:29 2011] **Mark Karpelès:** 344k USD just for today

[Fri Jun 3 23:18:36 2011] **mtgox:** so what email address goes to you and not the support email people?

[Fri Jun 3 23:24:21 2011] **mtgox:** I think you should get in touch with the dwolla people and see who their lawyer is. I think they are only registered in idaho which is weird since I was told that they should have to be registered in all states. (registering in the states is the expensive thing about becoming a MSB). My point is their lawyer obviously has experience doing this and also knows how to do it in only one state which is much cheaper. (one state would be ~20k while all states would be ~1 mil)

[Sun Jun 5 10:31:22 2011] **mtgox:** mega chart needs to go higher again

[Sun Jun 5 10:31:41 2011] **Mark Karpelès:** heh

[Sun Jun 5 10:31:53 2011] **Mark Karpelès:** let's increase to 40 then

[Sun Jun 5 10:32:29 2011] **mtgox:** crazy mofos on bcm bought for 44

[Sun Jun 5 10:33:14 2011] **mtgox:** so what email address goes to you and not the support email people?

[Sun Jun 5 10:34:16 2011] **Mark Karpelès:** info@ goes to support guys

[Sun Jun 5 10:34:21 2011] **Mark Karpelès:** admin@ goes to me

[Sun Jun 5 10:34:27 2011] **mtgox:** k

[Sun Jun 5 10:34:51 2011] **mtgox:** you saw my msg about trying to find the dwolla lawyers?

[Sun Jun 5 10:34:56 2011] **mtgox:** I think that is probably the best bet

[Sun Jun 5 10:35:29 2011] **Mark Karpelès:** yep

[Sun Jun 5 10:35:30 2011] **Mark Karpelès:** I saw it

[Sun Jun 5 10:35:38 2011] **Mark Karpelès:** I'll contact dwolla again on monday

[Sun Jun 5 10:35:44 2011] **mtgox:** ok cool

[Sun Jun 5 10:35:58 2011] **mtgox:** I'm just getting anxious since it is growing so fast

[Sun Jun 5 10:37:06 2011] **Mark Karpelès:** yep

[Sun Jun 5 10:37:20 2011] **Mark Karpelès:** enforcing more AML checks since there's so much funds flowing

[Mon Jun 6 10:28:57 2011] **mtgox:** <http://www.wkbw.com/news/political/Schumer-Wants-Underground-Drug-Website-Shut-Down-123196923.html> <-- see starting to get scary

[Wed Jun 8 07:41:31 2011] **mtgox:** hey hows it going there? crazy amount added today

[Wed Jun 8 07:42:49 2011] **mtgox:** mega chart is about to be useless

[Wed Jun 8 07:46:05 2011] **Mark Karpelès:** yep

[Wed Jun 8 07:46:09 2011] **Mark Karpelès:** got +400k over dwolla

[Wed Jun 8 07:46:29 2011] **mtgox:** yeah I was looking it was crazy no big deposits it is all spread around it looks like

[Wed Jun 8 07:46:45 2011] **Mark Karpelès:** some guy make more than 20 deposits of ~4999\$

[Wed Jun 8 07:47:04 2011] **mtgox:** heh

[Wed Jun 8 07:47:44 2011] **mtgox:** I wonder if this is how it is now always 500k+ days

[Wed Jun 8 08:13:42 2011] **Mark Karpelès:** we got another 120k pending in intl transfers, should come this morning

[Wed Jun 8 08:17:38 2011] **mtgox:** wow. do you have time to fix that mega chart? sorry to keep bugging but I use it all the time

[Wed Jun 8 08:18:06 2011] **Mark Karpelès:** need to fix dwolla withdraws first

[Wed Jun 8 08:18:21 2011] **mtgox:** ah ok. I'm sure you are swamped there

[Fri Jun 10 09:56:19 2011] **mtgox:** ok I found who you should talk to if you haven't gotten the dwolla lawyers yet

[Fri Jun 10 09:56:20 2011] **mtgox:** <http://www.paulhastings.com/ProfessionalDetail.aspx?ProfessionalId=111710>

[Fri Jun 10 09:56:35 2011] **mtgox:** let me know if you want me to talk to him a bit first

[Fri Jun 10 12:31:19 2011] **Mark Karpelès:** I'll get my native english guy prepare a letter which I'll send

[Fri Jun 10 12:34:41 2011] **mtgox:** why don't I just set up a call with him and get it arranged it will be much faster. He will want to talk on the phone

[Fri Jun 10 12:34:54 2011] **mtgox:** I can make sure he is even available

[Fri Jun 10 12:35:24 2011] **mtgox:** and get it to the stage of retainer/engagement letter

[Fri Jun 10 12:36:34 2011] **mtgox:** > Based on my computation, you'll get the 60k by the end of this month.

[Fri Jun 10 12:37:06 2011] **mtgox:** does this have anything to do with reality:

[Fri Jun 10 12:37:08 2011] **mtgox:** SELECT sum(Fee\_USD) FROM `Trades` WHERE fee\_usd>0

[Fri Jun 10 12:38:21 2011] **mtgox:** I'm not sure how to handle the fact that 1/2 the fee comes in btc. It seems like maybe the most fair thing would be just to double the USD amount? since that is what the total fee would be if it was converted right then

[Fri Jun 10 12:38:51 2011] **Mark Karpeles:** Even if we don't double, by the end of the month half of this will account for 60k

[Fri Jun 10 12:39:13 2011] **Mark Karpeles:** since we are missing some BTC we don't account those

[Fri Jun 10 12:41:44 2011] **mtgox:** > I also got yesterday evening the access to the corporate account in US, however how complex would it be for you to send to Japan instead of US

[Fri Jun 10 12:41:54 2011] **mtgox:** what am I sending to japan?

[Fri Jun 10 12:42:10 2011] **Mark Karpeles:** funds

[Fri Jun 10 12:42:11 2011] **mtgox:** you mean the rest of the btc balance?

[Fri Jun 10 12:42:11 2011] **mtgox:** er

[Fri Jun 10 12:42:18 2011] **Mark Karpeles:** USD

[Fri Jun 10 12:42:20 2011] **mtgox:** USD balance

[Fri Jun 10 12:42:37 2011] **mtgox:** well I'll have enough USD in my mtgox account at that point

[Fri Jun 10 12:42:46 2011] **mtgox:** so I wont have to send

[Fri Jun 10 12:44:38 2011] **Mark Karpeles:** ?

[Fri Jun 10 12:45:07 2011] **mtgox:** say I need to send 300k to you

[Fri Jun 10 12:45:23 2011] **mtgox:** instead we can just deduct that much from my mtgox account

[Fri Jun 10 12:45:44 2011] **mtgox:** rather than me send it to you and then me request a 300k withdrawal

[Fri Jun 10 12:46:06 2011] **Mark Karpeles:** could be ok

[Fri Jun 10 12:46:16 2011] **Mark Karpeles:** moving money without moving money

[Fri Jun 10 12:46:26 2011] **mtgox:** yeah DB only

[Fri Jun 10 12:47:36 2011] **mtgox:** ok so can I get the lawyer set up or you would rather do it?

[Fri Jun 10 12:47:47 2011] **Mark Karpeles:** we'll do this, no problem

[Fri Jun 10 12:47:58 2011] **Mark Karpeles:** we need to check with other lawyers we are in contact with too

[Fri Jun 10 12:48:58 2011] **mtgox:** ok but I can't stress enough how urgent this is. at anytime fincen can freeze your US bank account right now and turn off dwolla

[Fri Jun 10 13:57:17 2011] **Mark Karpeles:** we are moving already

[Sat Jun 11 03:22:08 2011] **mtgox:** websocket is down

[Sat Jun 11 21:56:42 2011] **mtgox:** whoa tanking. no money this weekend?

[Sat Jun 11 22:24:16 2011] **Mark Karpeles:** lots of pending stuff

[Sat Jun 11 22:28:03 2011] **mtgox:** wow did something happen?

[Sat Jun 11 22:28:11 2011] **mtgox:** everyone is selling

[Sat Jun 11 22:28:55 2011] **Mark Karpeles:** no money in

[Sat Jun 11 22:28:59 2011] **Mark Karpeles:** the price was not sustainable

[Sat Jun 11 22:29:08 2011] **Mark Karpeles:** it'll go back up on monday however

[Sat Jun 11 22:29:36 2011] **mtgox:** but all at once. crazy panic :)

[Sat Jun 11 22:45:20 2011] **Mark Karpeles:** holy sh\*t

[Sat Jun 11 22:45:23 2011] **Mark Karpeles:** someone dropped coins

[Sat Jun 11 22:45:53 2011] **mtgox:** that is what I was saying :)

[Sat Jun 11 22:46:09 2011] **mtgox:** I sold a bunch at \$20 and then all hell broke loose

[Sat Jun 11 22:46:10 2011] **Mark Karpeles:** I was busy fixing euro transfers

[Sat Jun 11 22:46:14 2011] **mtgox:** heh

[Sat Jun 11 22:46:46 2011] **mtgox:** the crazy thing is it was a bunch of people

[Sat Jun 11 22:46:51 2011] **mtgox:** not just one dude

[Sat Jun 11 22:47:00 2011] **Mark Karpeles:** panic sell

[Sat Jun 11 22:47:07 2011] **mtgox:** yeah

[Sat Jun 11 22:49:12 2011] **mtgox:** <+MagicalTux> duffy22: it's automatic, every hour at :50

[Sat Jun 11 22:49:14 2011] **mtgox:** oh really?

[Sat Jun 11 22:49:23 2011] **Mark Karpeles:** yep

[Sat Jun 11 22:49:26 2011] **Mark Karpeles:** automated dwolla

[Sat Jun 11 22:49:26 2011] **mtgox:** I was waiting for the big dwolla transfusion yesterday

[Sat Jun 11 22:49:26 2011] **Mark Karpeles:** :)

[Sat Jun 11 22:49:33 2011] **Mark Karpeles:** did that this morning

[Sat Jun 11 22:50:01 2011] **mtgox:** that is better. it was so spikey before

[Sat Jun 11 22:50:39 2011] **Mark Karpeles:** takes 5 minutes to download june's csv

[Sat Jun 11 22:51:41 2011] **Mark Karpeles:** ticker update at each trade is slow

[Sat Jun 11 22:51:44 2011] **Mark Karpeles:** wll optimize that

[Sat Jun 11 22:53:30 2011] **Mark Karpeles:** we got 50k€ of missing deposits on june 7th because the bank sucked a bit



[Sat Jun 11 22:53:42 2011] **Mark Karpelès:** got too many transactions, they dropped some in the electronic transmission

[Sat Jun 11 22:53:46 2011] **mtgox:** whoa

[Sat Jun 11 22:53:57 2011] **mtgox:** how do banks suck so bad

[Sat Jun 11 22:54:06 2011] **Mark Karpelès:** someone at the bank spent his day today to check missing transaction and sent me a excel file with the missing entries

[Sat Jun 11 22:54:13 2011] **mtgox:** heh

[Sat Jun 11 22:54:37 2011] **mtgox:** will the new backend fix this another trade is in progress msg?

[Sat Jun 11 22:54:58 2011] **Mark Karpelès:** it'll have a trade queue for those cases

[Sat Jun 11 22:55:25 2011] **Mark Karpelès:** and will use microsecond timing

[Sat Jun 11 22:58:52 2011] **Mark Karpelès:** that error is shown to avoid trades executing at the same time (and making users' balance go minus)

[Sat Jun 11 22:59:25 2011] **mtgox:** yeah I figured

[Sat Jun 11 22:59:51 2011] **mtgox:** just optimizing the trade code will help a ton I bet

[Sat Jun 11 22:59:57 2011] **Mark Karpelès:** the new system has a separate trading engine with a dedicated lock

[Sat Jun 11 22:59:59 2011] **Mark Karpelès:** yep

[Sat Jun 11 23:00:04 2011] **Mark Karpelès:** I created indexes on the tables

[Sat Jun 11 23:00:10 2011] **mtgox:** cool what is the new eta?

[Sat Jun 11 23:00:11 2011] **Mark Karpelès:** but some tables' data is beyond repair

[Sat Jun 11 23:00:26 2011] **Mark Karpelès:** planning to switch to the new system "in june", hopefully before 15th

[Sat Jun 11 23:00:31 2011] **Mark Karpelès:** mails have started to clear out

[Sat Jun 11 23:00:45 2011] **Mark Karpelès:** my wife's been helping answering emails too :)

[Sat Jun 11 23:01:03 2011] **mtgox:** is she Andy? :)

[Sat Jun 11 23:01:18 2011] **Mark Karpelès:** Andy ? we got no Andy here

[Sat Jun 11 23:01:43 2011] **mtgox:** oh Adam?

[Sat Jun 11 23:02:06 2011] **Mark Karpelès:** Adam is the canadian guy

[Sat Jun 11 23:11:35 2011] **Mark Karpelès:** optimized a few tables, things feel better

[Sun Jun 12 08:39:39 2011] **mtgox:** <Speeder> MagicalTux I am suggesting to you and TradeHill guy (dunno who he is) to allow at least fast BTC transfer

[Sun Jun 12 08:39:57 2011] **mtgox:** no way you should do this. trade hill will eventually die beacuse their spread is so high

[Sun Jun 12 08:40:59 2011] **Mark Karpelès:** I'm not fond of chilean guys anyway

[Sun Jun 12 12:01:22 2011] **mtgox:** I wonder if it is worth while filling that btc debt now that the price has tanked?

[Sun Jun 12 12:23:06 2011] **mtgox:** uh not like that :)

[Sun Jun 12 12:23:42 2011] **mtgox:** You could have just set a dark bid

[Sun Jun 12 12:23:52 2011] **Mark Karpelès:** :p

[Sun Jun 12 12:24:03 2011] **mtgox:** I was wondering what crazy mofo did that

[Sun Jun 12 12:24:35 2011] **Mark Karpelès:** I know it'll be back by monday anyway

[Sun Jun 12 12:25:30 2011] **mtgox:** Still people don't and they are getting super panicky. It will drop below 10 before monday I think

[Sun Jun 12 12:25:49 2011] **mtgox:** but nice shake up. get people in bitcoin-otc something to chat about

[Sun Jun 12 12:27:25 2011] **mtgox:** you got most of the coins from me I think :)

[Sun Jun 12 12:27:55 2011] **Mark Karpelès:** heh

[Sun Jun 12 12:32:54 2011] **Mark Karpelès:** you shouldn't sell that cheap anyway

[Sun Jun 12 12:33:10 2011] **Mark Karpelès:** (just saying)

[Sun Jun 12 12:33:13 2011] **mtgox:** it was just so I could rebuy at 10 :)

[Sun Jun 12 12:33:54 2011] **Mark Karpelès:** I'm crediting all the missing european guys right now

[Sun Jun 12 12:34:12 2011] **mtgox:** oh ok I was about to ask if it was LR or what

[Sun Jun 12 12:34:50 2011] **Mark Karpelès:** LR got a lot of in too lately

[Sun Jun 12 12:34:55 2011] **Mark Karpelès:** basically since silk road made in the news

[Sun Jun 12 13:32:40 2011] **Mark Karpelès:** btw found why some people were adding money to you

[Sun Jun 12 13:32:47 2011] **Mark Karpelès:** their description was truncated because their bank sucked

[Sun Jun 12 13:32:52 2011] **Mark Karpelès:** it's Deutsche Postbank

[Sun Jun 12 13:33:05 2011] **mtgox:** ah ok

[Sun Jun 12 13:33:30 2011] **Mark Karpelès:** they include the address in the description

[Sun Jun 12 13:33:55 2011] **Mark Karpelès:** anyway now the number must end with a X, I added this rule to avoid crediting blindly cropped ids

[Sun Jun 12 13:34:25 2011] **mtgox:** yeah I was worried other accounts were getting them also

[Sun Jun 12 13:35:17 2011] **mtgox:** you mentioned in that email taht the DEA talked to you? did they just email you?

[Sun Jun 12 13:35:30 2011] **Mark Karpelès:** no

[Sun Jun 12 13:35:35 2011] **Mark Karpelès:** they didn't talk to us at all

[Sun Jun 12 13:36:01 2011] **Mark Karpelès:** however /we/ are talking to them (trying to)

[Sun Jun 12 13:36:27 2011] **mtgox:** oh hmm about what?

[Sun Jun 12 13:36:42 2011] **Mark Karpelès:** about bitcoin, don't want them to do anything stupid

[Sun Jun 12 13:36:55 2011] **mtgox:** well it wouldn't be the DEA

[Sun Jun 12 13:38:11 2011] **mtgox:** I think everything with the government will be fine actually. bitcoin isn't illegal or anything unless they make a new law

[Sun Jun 12 13:38:39 2011] **mtgox:** the only people taht can get into trouble right now are the exchanges. but you said you were working on that



[Sun Jun 12 13:38:57 2011] **Mark Karpelès:** yep

[Sun Jun 12 13:39:55 2011] **mtgox:** the people to talk to are FinCen. but you def don't want to do that until you have your MSB license

[Sun Jun 12 13:40:22 2011] **Mark Karpelès:** well, so far we have no trading activity in US

[Sun Jun 12 13:40:52 2011] **Mark Karpelès:** anyway waiting for reply from a few lawyers

[Sun Jun 12 13:41:44 2011] **mtgox:** what do you mean? you accept US dollars you have a US bank?

[Sun Jun 12 13:42:25 2011] **Mark Karpelès:** just the same as for Europe

[Sun Jun 12 13:42:27 2011] **Mark Karpelès:** (for now)

[Sun Jun 12 13:42:50 2011] **mtgox:** well anyway the lawyers will hopefully give you good advice

[Sun Jun 12 13:43:30 2011] **Mark Karpelès:** got some US lawyers in Japan on tuesday too btw

[Sun Jun 12 13:44:39 2011] **mtgox:** did they say anything worthwhile?

[Sun Jun 12 13:44:51 2011] **Mark Karpelès:** not much so far

[Sun Jun 12 13:45:25 2011] **mtgox:** ok well I'm going to sleep. curious how far this will drop tonight

[Sun Jun 12 13:45:48 2011] **Mark Karpelès:** yep

[Sun Jun 12 13:45:59 2011] **Mark Karpelès:** still crediting people here

[Sun Jun 12 13:46:01 2011] **mtgox:** later

[Sun Jun 12 13:46:03 2011] **Mark Karpelès:** and soon morning in EU

[Sun Jun 12 13:46:07 2011] **Mark Karpelès:** so rich people will wake up

[Sun Jun 12 13:46:18 2011] **mtgox:** heh

[Sun Jun 12 13:46:28 2011] **mtgox:** they are getting credited at such a good time

[Sun Jun 12 13:46:37 2011] **Mark Karpelès:** yep

[Sun Jun 12 13:46:41 2011] **Mark Karpelès:** should take a fee for this :D

[Sun Jun 12 13:46:43 2011] **mtgox:** I'm sure so many where complaining that it was taking too long

[Sun Jun 12 20:21:39 2011] **mtgox:** gotta do something about this "trade already in progress" it is really frustrating

[Sun Jun 12 20:33:53 2011] **Mark Karpelès:** yep

[Sun Jun 12 20:34:05 2011] **Mark Karpelès:** will put new backend at 100% priority

[Sun Jun 12 20:34:10 2011] **Mark Karpelès:** finally below 500 unanswered mails here

[Sun Jun 12 20:36:59 2011] **mtgox:** it is faster now at telling me that another trade is in progress at least

[Sun Jun 12 20:37:41 2011] **Mark Karpelès:** ah yeah need to set the lock timeout to 30 secs again

[Mon Jun 13 02:00:42 2011] **mtgox:** gox down

[Mon Jun 13 02:01:04 2011] **mtgox:** I called but went to voice mail

[Mon Jun 13 06:10:51 2011] **Mark Karpelès:** mh, weird, it didn't reach my cellphone

[Tue Jun 14 21:13:01 2011] **mtgox:** site seems hung

[Tue Jun 14 21:17:58 2011] **mtgox:** yeah it is down. Are you fixing or should I call?

[Tue Jun 14 21:19:47 2011] **mtgox:** straight to VM

[Tue Jun 14 21:24:17 2011] **Mark Karpelès:** I'm watching the log

[Tue Jun 14 21:24:19 2011] **Mark Karpelès:** nothing seems wrong

[Tue Jun 14 21:24:22 2011] **Mark Karpelès:** no load either

[Tue Jun 14 21:25:02 2011] **Mark Karpelès:** will contact isp support

[Tue Jun 14 21:26:40 2011] **Mark Karpelès:** ticket open in 911 mode

[Wed Jun 15 22:51:32 2011] **mtgox:** the site still seems to be having issues. Is it being ddos'd now?

[Wed Jun 15 23:01:55 2011] **Mark Karpelès:** <https://support.mtgox.com/entries/20197042-ddos-in-progress-2011-06-15>

[Wed Jun 15 23:03:11 2011] **mtgox:** k thanks. just wondering since munin shows a flat line.

[Wed Jun 15 23:03:26 2011] **Mark Karpelès:** yep

[Wed Jun 15 23:03:30 2011] **Mark Karpelès:** the ISP blocks when a ddos happens

[Wed Jun 15 23:03:42 2011] **Mark Karpelès:** they suck a bit however, so we'll be moving soon to something much better with a real SLA

[Wed Jun 15 23:04:22 2011] **mtgox:** ok cool

[Wed Jun 15 23:04:54 2011] **Mark Karpelès:** I got the contract part done today

[Sun Jun 19 21:02:05 2011] **Mark Karpelès:** hi, got a coin tracking system working now, got any bitcoin address with lots of old stolen coins anywhere I should track ?

[Sun Jun 19 21:08:16 2011] **mtgox:** did you track the 95k?

[Sun Jun 19 21:21:39 2011] **Mark Karpelès:** got the btc address they were on ?

[Sun Jun 19 21:29:02 2011] **mtgox:** I think you pasted it here at one point

[Sun Jun 19 21:33:34 2011] **mtgox:** [3/3/2011 7:45:26 AM] Mark Karpelès: I also located the bitcoin transaction causing all the bitcoins to disappear

[3/3/2011 7:45:34 AM] Mark Karpelès: in the wallet

[3/3/2011 7:45:45 AM] Jed McCaleb: which was it?

[3/3/2011 7:45:57 AM] Mark Karpelès: <http://blockexplorer.com/tx/e67a0550848b7932d7796aeaa16ab0e48a5cfe81c4e8cca2c5b03e0416850114>

[Sun Jun 19 21:34:48 2011] **Mark Karpelès:** ah

[Sun Jun 19 21:34:51 2011] **Mark Karpelès:** not yet redeemed :)

[Sun Jun 19 21:34:53 2011] **Mark Karpelès:** perfect

[Sun Jun 19 21:35:23 2011] **mtgox:** but what are you going to do?

[Sun Jun 19 21:35:48 2011] **Mark Karpelès:** make it so it can never be used on mtgox again or any collaborating exchange without blocking the account and triggering an alert

[Sun Jun 19 21:36:00 2011] **Mark Karpelès:** that's called coin tainting

[Sun Jun 19 21:36:22 2011] **mtgox:** but the people with the tainted coins can't know that you are doing this

[Sun Jun 19 21:36:50 2011] **Mark Karpelès:** nope, until they try to redeem those coins

[Sun Jun 19 21:38:22 2011] **mtgox:** I'm not certain this transaction is right though. I thought we realized they sent the whole balance at once when we looked at our bitcoin.

[Sun Jun 19 21:38:43 2011] **mtgox:** there was also 95k btc sent around to a bunch of addresses right after the theft

[Sun Jun 19 21:48:54 2011] **mtgox:** hmm do you have the old wallet or whatever has a record of sends?

[Sun Jun 19 21:59:39 2011] **Mark Karpelès:** most likely somewhere

[Mon Jun 20 03:18:08 2011] **mtgox:** Mark you really need to give me a way to wake you up

[Mon Jun 20 03:18:24 2011] **mtgox:** something terrible went on on the site

[Mon Jun 20 03:23:49 2011] **Mark Karpelès:** someone woke me up already

[Mon Jun 20 03:24:21 2011] **mtgox:** my account was compromised

[Mon Jun 20 03:24:28 2011] **Mark Karpelès:** uh?

[Mon Jun 20 03:24:32 2011] **Mark Karpelès:** how?

[Mon Jun 20 03:24:33 2011] **mtgox:** you need to roll back the whole thing

[Mon Jun 20 03:24:38 2011] **mtgox:** er roll

[Mon Jun 20 03:24:48 2011] **mtgox:** not sure but my totals are wrong now

[Mon Jun 20 03:25:02 2011] **mtgox:** I'm trying to see who did the big sell of

[Mon Jun 20 03:25:06 2011] **mtgox:** sell off

[Mon Jun 20 03:25:14 2011] **mtgox:** and I can't login

[Mon Jun 20 03:25:27 2011] **Mark Karpelès:** I stopped the system right now

[Mon Jun 20 03:25:29 2011] **mtgox:** maybe realted to all these threads in the forum about people's accounts being jacked?

[Mon Jun 20 03:26:00 2011] **Mark Karpelès:** for those I could confirm a \*lot\* of people related to bitcoins were hacked by a group known as LulzSec, and it seems it brought other groups in

[Mon Jun 20 03:26:12 2011] **Mark Karpelès:** recorded a lot of attacks on the IPs I use at the office too

[Mon Jun 20 03:27:33 2011] **mtgox:** I'm trying to do: select \* from Activity where userid=1 order by date desc;

[Mon Jun 20 03:27:51 2011] **mtgox:** but the phpadmin isn't working

[Mon Jun 20 03:28:17 2011] **Mark Karpelès:** yep, put apache offline

[Mon Jun 20 03:28:24 2011] **mtgox:** oh ok

[Mon Jun 20 03:28:45 2011] **Mark Karpelès:** you've been sending btcs to someone

[Mon Jun 20 03:28:53 2011] **mtgox:** well can you see what account tanked it to .1?

[Mon Jun 20 03:29:00 2011] **mtgox:** more than \$1000 worth?

[Mon Jun 20 03:29:51 2011] **Mark Karpelès:** seems like yours

[Mon Jun 20 03:30:06 2011] **mtgox:** that is what I thought

[Mon Jun 20 03:30:33 2011] **mtgox:** so how were they able to send away more than \$1000 worth of my coins?

[Mon Jun 20 03:31:37 2011] **Mark Karpelès:** 201.191.114.167 <- you know this ip ?

[Mon Jun 20 03:31:48 2011] **Mark Karpelès:** [2011/06/19 05:24:20] UPDATE Users set LastLogIP='201.191.114.167', 'LastLogDate' = NOW() where userID='1'

[Mon Jun 20 03:31:51 2011] **Mark Karpelès:** we got proper login from there

[Mon Jun 20 03:32:17 2011] **mtgox:** probably mine

[Mon Jun 20 03:32:31 2011] **Mark Karpelès:** then what about 125.214.251.194 ?

[Mon Jun 20 03:33:30 2011] **mtgox:** not me

[Mon Jun 20 03:34:48 2011] **mtgox:** I put in code there before to roll back trades. I think you should roll back to before this happened. It screwed the whole orderbook

[Mon Jun 20 03:35:05 2011] **Mark Karpelès:** your code to rollback trades is not working properly

[Mon Jun 20 03:35:09 2011] **Mark Karpelès:** it doesn't roll back the fees

[Mon Jun 20 03:35:25 2011] **mtgox:** yeah probably not anymore but shouldn't be hard to fix

[Mon Jun 20 03:35:29 2011] **Mark Karpelès:** yep

[Mon Jun 20 03:35:35 2011] **Mark Karpelès:** I'll need something to rollback automatically anyway

[Mon Jun 20 03:35:49 2011] **Mark Karpelès:** any idea how your password could have been compromised ?

[Mon Jun 20 03:35:50 2011] **mtgox:** yeah. a lot of trades :)

[Mon Jun 20 03:36:04 2011] **mtgox:** none. this is the only place I use it

[Mon Jun 20 03:36:18 2011] **mtgox:** Don't you think it is the same attack reported in the forum?

[Mon Jun 20 03:36:33 2011] **Mark Karpelès:** it has been fixed since then

[Mon Jun 20 03:37:15 2011] **mtgox:** I didn't really read it. Was it something where they would have my password to use at a later date?

[Mon Jun 20 03:37:37 2011] **Mark Karpelès:** no

[Mon Jun 20 03:37:45 2011] **Mark Karpelès:** was something about changing the email or the password associated with your account

[Mon Jun 20 03:38:03 2011] **Mark Karpelès:** mh

[Mon Jun 20 03:38:10 2011] **Mark Karpelès:** looks like your email was changed ?

[Mon Jun 20 03:38:19 2011] **mtgox:** Did this 125. IP actually login normally?

[Mon Jun 20 03:38:25 2011] **mtgox:** I didn't change it

[Mon Jun 20 03:38:57 2011] **Mark Karpelès:** I'm not sure he logged in before or after your email got changed

[Mon Jun 20 03:39:15 2011] **Mark Karpelès:** did you browse somewhere after logging in to mtgox without logging out ?

[Mon Jun 20 03:40:05 2011] **mtgox:** yeah I'm sure. But I can't imagine what site would have done it that I browse to

[Mon Jun 20 03:40:28 2011] **Mark Karpelès**: and anyway now did it get that

[Mon Jun 20 03:41:49 2011] **Mark Karpelès**: mh

[Mon Jun 20 03:42:25 2011] **Mark Karpelès**: looks like the guys couldn't get many coins out in the end

[Mon Jun 20 03:42:55 2011] **mtgox**: they must have done something since I had about 30k btc and 350k USD before this

[Mon Jun 20 03:42:58 2011] **Mark Karpelès**: they used the "send money" feature which seems to not have limit on the amounts

[Mon Jun 20 03:43:05 2011] **mtgox**: maybe it just got spread to another of their accounts

[Mon Jun 20 03:43:21 2011] **Mark Karpelès**: but they created 5 accounts, and only sent from 4

[Mon Jun 20 03:43:39 2011] **mtgox**: so they stole maybe 4k?

[Mon Jun 20 03:43:47 2011] **Mark Karpelès**: yep, in USD equivalent

[Mon Jun 20 03:44:00 2011] **Mark Karpelès**: I'll be able to bring the coins back to your account

[Mon Jun 20 03:44:35 2011] **mtgox**: I think the sendmoney has a fixed multiplier when it calculates how much to make as the BTC equivalent

[Mon Jun 20 03:44:56 2011] **Mark Karpelès**: the guy could send 10k btc chunks

[Mon Jun 20 03:45:37 2011] **mtgox**: man I'm glad you woke up

[Mon Jun 20 03:47:03 2011] **Mark Karpelès**: glad too

[Mon Jun 20 03:47:24 2011] **Mark Karpelès**: anyway I need to communicate first

[Mon Jun 20 03:47:31 2011] **Mark Karpelès**: will put something and redirect to it so everyone sees it

[Mon Jun 20 03:48:10 2011] **Mark Karpelès**: I'll leave it as "an account with a lot of funds was compromised - trades will be reverted - only \$1000 went out"

[Mon Jun 20 03:49:42 2011] **Mark Karpelès**: even if it's \$4000 it doesn't change much, and I can even cover that

[Mon Jun 20 03:50:46 2011] **mtgox**: yep sounds good

[Mon Jun 20 03:52:50 2011] **Mark Karpelès**: user name of stealer is beerpool

[Mon Jun 20 04:02:17 2011] **Mark Karpelès**: this whole lulzsec thing is starting to get on my nerves

[Mon Jun 20 04:04:31 2011] **mtgox**: are they people ddosing also you think?

[Mon Jun 20 04:07:10 2011] **Mark Karpelès**: no

[Mon Jun 20 04:07:11 2011] **Mark Karpelès**: none

[Mon Jun 20 04:07:15 2011] **Mark Karpelès**: anyway we use prolexic now

[Mon Jun 20 04:15:14 2011] **Mark Karpelès**: is there many places where the account email is updated? We protected changeSettings against CSRF already, so either the hacker changed your email after gaining access to prevent you to access again, or found a way to change your email

[Mon Jun 20 04:16:19 2011] **mtgox**: could he have changed my email with CSRF before and only today changed my password so he could login?

[Mon Jun 20 04:18:02 2011] **Mark Karpelès**: I saw no valid csrf use in the apache logs

[Mon Jun 20 04:18:12 2011] **Mark Karpelès**: I think your computer is most likely infected, however, as it seems your phpmyadmin access was leaked

[Mon Jun 20 04:19:56 2011] **Mark Karpelès**: <http://forum.bitcoin.org/index.php?topic=19543.0> <-

[Mon Jun 20 04:25:52 2011] **Mark Karpelès**: my word for now: get rid of your PC

[Mon Jun 20 04:26:04 2011] **Mark Karpelès**: reinstall and clean up everything

[Mon Jun 20 04:26:09 2011] **mtgox**: hmm thats not good

[Mon Jun 20 04:26:17 2011] **Mark Karpelès**: not at all

[Mon Jun 20 04:26:19 2011] **mtgox**: I got a fat wallet.dat on here

[Mon Jun 20 04:26:34 2011] **Mark Karpelès**: move your coins quickly too, then

[Mon Jun 20 04:29:32 2011] **mtgox**: I didn't look at the links in that forum post. Is it clear that it is my phpmyadmin account?

[Mon Jun 20 04:29:50 2011] **Mark Karpelès**: it's a csv dump of the users table

[Mon Jun 20 04:30:06 2011] **Mark Karpelès**: however there was no write done in this table, which leads to think it was done with a read only access

[Mon Jun 20 04:41:02 2011] **mtgox**: have you asked a mod to delete that thread?

[Mon Jun 20 04:41:17 2011] **Mark Karpelès**: trying to

[Mon Jun 20 04:48:15 2011] **Mark Karpelès**: things are worse than I had expected

[Mon Jun 20 04:48:18 2011] **Mark Karpelès**: they found the admin page

[Mon Jun 20 04:48:58 2011] **mtgox**: oh jeez

[Mon Jun 20 04:49:48 2011] **mtgox**: I'm about to be so sad I think they may have gotten all my coins here

[Mon Jun 20 04:56:24 2011] **mtgox**: what did they do with the admin page?

[Mon Jun 20 04:57:30 2011] **Mark Karpelès**: checking

[Mon Jun 20 04:57:32 2011] **Mark Karpelès**: <http://pastebin.com/SncA7gtV> <- btw

[Mon Jun 20 05:08:49 2011] **mtgox**: Don't listen to these people in your rollback announcement. Other forex sites rollback trades all the time when there are weird anomalies

[Mon Jun 20 05:09:06 2011] **mtgox**: it is really the only fair thing to do

[Mon Jun 20 05:09:45 2011] **Mark Karpelès**: yep, I know

[Mon Jun 20 05:11:07 2011] **Mark Karpelès**: [https://www.mtgox.com/app/webroot/\\_phpmyadmin\\_gox\\_mt/tbl\\_sql.php?db=db\\_mtgox-com1&table=Users&sql\\_query=SELECT+userid%2Cusername%2Cusd%2F1000%2CBtc%2F1000+FROM+%60Users%60+WHERE+%28usd%2Bbtc%2A20%29%3E70000000&show\\_query=1&token=3a48a30a07b745450417352c59408e25](https://www.mtgox.com/app/webroot/_phpmyadmin_gox_mt/tbl_sql.php?db=db_mtgox-com1&table=Users&sql_query=SELECT+userid%2Cusername%2Cusd%2F1000%2CBtc%2F1000+FROM+%60Users%60+WHERE+%28usd%2Bbtc%2A20%29%3E70000000&show_query=1&token=3a48a30a07b745450417352c59408e25)

[Mon Jun 20 05:12:24 2011] **Mark Karpelès**: probably yours

[Mon Jun 20 05:12:26 2011] **Mark Karpelès**: checking logs

[Mon Jun 20 05:12:43 2011] **mtgox**: I can't login to check that link

[Mon Jun 20 05:13:15 2011] **Mark Karpelès**: yep, I disabled any login for now

[Mon Jun 20 05:14:03 2011] **mtgox**: is this: SELECT userid,username,usd/1000,btc/1000 FROM `Users` WHERE (usd+btc\*20)>70000000;

[Mon Jun 20 05:14:03 2011] **mtgox**: ?

[Mon Jun 20 05:14:10 2011] **mtgox:** I run that query all the time

[Mon Jun 20 05:15:48 2011] **Mark Karpelès:** yep

[Mon Jun 20 05:23:02 2011] **mtgox:** ok whew. I was almost freaking out that they got my coins. but they didn't. It just took a really like time to get a confirmation and you apparently can't run two clients at once behind a router

[Mon Jun 20 05:25:35 2011] **mtgox:** you should probably clear standing orders when the site goes back up. at least the buys

[Mon Jun 20 05:35:19 2011] **mtgox:** do you know how much was withdrawn by random people after the crash?

[Mon Jun 20 05:35:56 2011] **Mark Karpelès:** not too much, since the bitcoin balance on the bitcoind is still high

[Mon Jun 20 05:40:55 2011] **mtgox:** Can I make some PR posts in the forums? Mtgox still has all the BTC/Cash etc. everyone calmdown

[Mon Jun 20 05:41:16 2011] **Mark Karpelès:** yes, please

[Mon Jun 20 05:41:19 2011] **Mark Karpelès:** any help is welcome on that

[Mon Jun 20 06:05:23 2011] **Mark Karpelès:** can you confirm that on may 12th you exported the "Users" table ?

[Mon Jun 20 06:05:44 2011] **Mark Karpelès:** 12/May/2011:16:30:15 +0000

[Mon Jun 20 06:06:14 2011] **mtgox:** the whole table?

[Mon Jun 20 06:06:18 2011] **Mark Karpelès:** yes

[Mon Jun 20 06:06:56 2011] **mtgox:** I can't imagine that I did that

[Mon Jun 20 06:07:07 2011] **mtgox:** I think I was in nyc at that time

[Mon Jun 20 06:07:22 2011] **Mark Karpelès:** got a log with user name "mtgox.jed"

[Mon Jun 20 06:07:32 2011] **mtgox:** I've exported my account history

[Mon Jun 20 06:08:09 2011] **Mark Karpelès:** /app/webroot/\_phpmyadmin\_gox\_mt/tbl\_export.php?db=db\_mtgox-com1&table=Users&token=7d575e7629a420184ce70dbd75beac40&single\_table=true

[Mon Jun 20 06:10:50 2011] **mtgox:** Hello everyone, MagicalTux is busy getting everything back in order on mtgox so he asked me to post here and answer any questions people have.

First, only a small amount of BTC was stolen. MtGox will refund the stolen BTC to the compromised user.

[color=blue][b]Everyone's bitcoins are safe on the site. We still are holding all the coins safely in reserve. The vast majority of the coins are stored offline so they are impossible to compromise.[/b][color]

He understands the rollback won't be popular with people who were able to pick up coins for .10 or whatever but none of those trades were legitimate so mtgox has a legal obligation to reverse the trades.

I'm sure when you think about it you don't actually want to buy stolen coins and take advantage of the situation.

Things have been very hectic with mtgox since MagicalTux took over. He has simultaneously been trying to fend off persistent ddos attacks, hire more staff, deal with the huge increase in users, improve the code to support the much larger trade volume, ensure regulatory compliance and deal with various security issues. Obviously things haven't gone as smoothly as we would like but we can see the light at the end of the tunnel with more people being hired and the backend changes done. MtGox will hopefully be able to regain your trust in the coming weeks.

The site should be up again shortly. I'm asking him to clear all the standing orders.

Please post any questions you have here and I'll do my best to answer.

[Mon Jun 20 06:11:41 2011] **Mark Karpelès:** sounds good

[Mon Jun 20 06:12:04 2011] **mtgox:** why was 500k BTC sold? I didn't have that much

[Mon Jun 20 06:12:57 2011] **Mark Karpelès:** nope, they used the admin page to boost some accounts

[Mon Jun 20 06:13:05 2011] **mtgox:** k I thought that

[Mon Jun 20 06:13:29 2011] **Mark Karpelès:** https://bitcoin.co.uk/?page=<- fud starts

[Mon Jun 20 06:14:36 2011] **mtgox:** Yeah I wonder if it is worthwhile to post a screen shot of the balance. I can't tell if that would be bad since it is so high

[Mon Jun 20 06:15:11 2011] **Mark Karpelès:** I could do something, like announce a huge move and actually do it

[Mon Jun 20 06:15:15 2011] **Mark Karpelès:** that would be hard proof

[Mon Jun 20 06:15:18 2011] **Mark Karpelès:** but a but show off

[Mon Jun 20 06:15:46 2011] **mtgox:** didn't you just consolidate all coins to one address?

[Mon Jun 20 06:15:52 2011] **mtgox:** was that actually you?

[Mon Jun 20 06:16:10 2011] **Mark Karpelès:** when ?

[Mon Jun 20 06:16:48 2011] **mtgox:** maybe a few days ago? 400k or so

[Mon Jun 20 06:17:00 2011] **Mark Karpelès:** that could be part of the auto scrambling

[Mon Jun 20 06:17:11 2011] **mtgox:** all went to one address

[Mon Jun 20 06:17:32 2011] **Mark Karpelès:** oh, you mean the 432109.87654321 ?

[Mon Jun 20 06:17:42 2011] **mtgox:** I guess

[Mon Jun 20 06:17:54 2011] **mtgox:** there was a bunch of forum conjecture

[Mon Jun 20 06:18:11 2011] **Mark Karpelès:** yep, needed people to talk about something else

[Mon Jun 20 06:18:18 2011] **Mark Karpelès:** than recent news exposure

[Mon Jun 20 06:18:47 2011] **mtgox:** heh. well if it is still there I can just point to it

[Mon Jun 20 06:20:57 2011] **mtgox:** from the post: How will resetting of passwords be arranged?

[Mon Jun 20 06:21:31 2011] **Mark Karpelès:** the easiest I see so far: disable all passwords, let people with email reset to their email

[Mon Jun 20 06:21:47 2011] **mtgox:** so if they don't have an email?

[Mon Jun 20 06:22:13 2011] **Mark Karpelès:** if they don't, they'll need to go in manually, proving their identity by showing proof linked to deposits or withdraws

[Mon Jun 20 06:22:36 2011] **Mark Karpelès**: If they withdrew to a bank account/dwolla/etc id proof, if they withdrew via LR, there's the LR messaging system

[Mon Jun 20 06:22:37 2011] **mtgox**: heh that will keep adam busy for awhile

[Mon Jun 20 06:22:45 2011] **Mark Karpelès**: yep, and the other new guy who starts today too

[Mon Jun 20 06:25:39 2011] **Mark Karpelès**: going to move a large amount of BTC~

[Mon Jun 20 06:25:45 2011] **Mark Karpelès**: just to be on the safe side

[Mon Jun 20 06:26:49 2011] **mtgox**: When the site comes back up you should probably disable withdrawals until you are certain there are no more exploits

[Mon Jun 20 06:27:03 2011] **Mark Karpelès**: Yep

[Mon Jun 20 06:27:13 2011] **Mark Karpelès**: this may cause more problems however

[Mon Jun 20 06:27:29 2011] **mtgox**: yeah a PR nightmare

[Mon Jun 20 06:30:51 2011] **mtgox**: brb

[Mon Jun 20 07:10:43 2011] **mtgox**: what did you guys do about the other people who had their accounts compromised over the last week?

[Mon Jun 20 07:12:20 2011] **Mark Karpelès**: depends on the cases

[Mon Jun 20 07:12:24 2011] **Mark Karpelès**: some were covered by the insurance

[Mon Jun 20 07:12:39 2011] **Mark Karpelès**: some others still have coins in the wild that cannot be recovered yet

[Mon Jun 20 07:12:39 2011] **mtgox**: really? your insurance

[Mon Jun 20 07:13:57 2011] **Mark Karpelès**: yep, for smaller amounts

[Mon Jun 20 07:15:01 2011] **mtgox**: Are you sure this CSRF attack was used? maybe they just had this user dump for awhile

[Mon Jun 20 07:15:19 2011] **Mark Karpelès**: the dump is too recent for that

[Mon Jun 20 07:15:22 2011] **mtgox**: Did you happen to look when the last user was added to the user dump?

[Mon Jun 20 07:15:27 2011] **Mark Karpelès**: yep

[Mon Jun 20 07:15:30 2011] **mtgox**: was it after may 12th?

[Mon Jun 20 07:15:42 2011] **Mark Karpelès**: "you" dumped the user table more than once after may 12th

[Mon Jun 20 07:15:57 2011] **Mark Karpelès**: the dump is from yesterday

[Mon Jun 20 07:16:06 2011] **mtgox**: oh jeez

[Mon Jun 20 07:17:03 2011] **mtgox**: so there must be some keylogger on here

[Mon Jun 20 07:17:14 2011] **Mark Karpelès**: likely

[Mon Jun 20 07:20:31 2011] **mtgox**: So I'm going to say that: the user DB was obtained by a keylogger on a machine from someone that had read only access to the DB.

[Mon Jun 20 07:20:52 2011] **Mark Karpelès**: that's going to be a huge pain here

[Mon Jun 20 07:21:19 2011] **mtgox**: So what reason should I give?

[Mon Jun 20 07:21:48 2011] **Mark Karpelès**: we'll think about this as soon as I'm the office with the PR guy, but I cannot have you say that unless you explain that this "someone" is you and why you had access

[Mon Jun 20 07:22:13 2011] **mtgox**: ok I'll wait

[Mon Jun 20 07:23:47 2011] **mtgox**: Do you want to do an interview with bruce wagner about this?

[Mon Jun 20 07:24:03 2011] **Mark Karpelès**: as soon as I'm ready PR-wise

[Mon Jun 20 07:24:52 2011] **Mark Karpelès**: ok

[Mon Jun 20 07:24:58 2011] **Mark Karpelès**: someone may have hacked your PC

[Mon Jun 20 07:25:05 2011] **Mark Karpelès**: is your NTLM hash 8F5C011EA4E3B6B68486593818EE7691 ?

[Mon Jun 20 07:25:18 2011] **mtgox**: how do I find that?

[Mon Jun 20 07:25:38 2011] **Mark Karpelès**: 8f5c011ea4e3b6b68486593818ee7691:FiQ5a3

[Mon Jun 20 07:25:41 2011] **Mark Karpelès**: FiQ5a3 ?

[Mon Jun 20 07:25:46 2011] **Mark Karpelès**: does that tells something to you ?

[Mon Jun 20 07:26:04 2011] **mtgox**: I don't know what NTLM is

[Mon Jun 20 07:26:13 2011] **Mark Karpelès**: Windows password system

[Mon Jun 20 07:26:35 2011] **Mark Karpelès**: anyway you never used any password containing FiQ5a3 ?

[Mon Jun 20 07:26:45 2011] **mtgox**: no

[Mon Jun 20 07:27:27 2011] **mtgox**: I wonder if I checked this on someother machine while I was in nyc

[Mon Jun 20 07:28:58 2011] **Mark Karpelès**: on which machine?

[Mon Jun 20 07:29:37 2011] **mtgox**: I don't think I did. but I really don't think this machine is compromised

[Mon Jun 20 07:46:53 2011] **mtgox**: > Ok. So Mark will definitely do it...? Can we say 10:00pm ET for certain...? Can I announce that now...?

Bruce Wagner

[Mon Jun 20 07:49:04 2011] **Mark Karpelès**: 10:00pm ET = ?

[Mon Jun 20 07:49:43 2011] **mtgox**: actually you might as well pool the BTC to one address to prove that you have it since people can look up how much you should have in the DB now

[Mon Jun 20 07:49:59 2011] **Mark Karpelès**: they can't, the csv has no balance in it

[Mon Jun 20 07:50:03 2011] **mtgox**: 10 ET is in 3 hours 15 min

[Mon Jun 20 07:50:19 2011] **mtgox**: the csv doesn't have all the columns?

[Mon Jun 20 07:50:23 2011] **Mark Karpelès**: no

[Mon Jun 20 07:50:29 2011] **Mark Karpelès**: only id, username, email, pass

[Mon Jun 20 07:51:11 2011] **mtgox**: oh ok



[Mon Jun 20 07:55:00 2011] **mtgox:** I'm talking to genjix and crew. Their lawyer guy advises against the rollback. I think he is wrong but maybe ask your lawyers before doing it

[Mon Jun 20 07:55:10 2011] **Mark Karpelès:** was planning to anyway

[Mon Jun 20 07:55:30 2011] **Mark Karpelès:** anyway since the trades are done with non existing coins added by someone to his own account, we'll have no choice in the end

[Mon Jun 20 07:56:03 2011] **mtgox:** I'd be very surprised if you were legally obligated to not rollback. It is essentially a glitch not a real trade

[Mon Jun 20 07:56:27 2011] **Mark Karpelès:** got another msg:

[07:47:09] <coinage> hey MT, know you're probably getting spammed to death. Keep up the good work.

[07:48:00] <coinage> re genjix / Bitcoin, look through the source code, make up your own mind. His code is terrible, the exchange has dozens of bugs, dont, dont, dont, take his software for your site. It is truely terrible.

[07:48:07] <coinage> I wish you all the best/

[07:48:12] <coinage> Jamie McNaught

[Mon Jun 20 07:56:55 2011] **mtgox:** yeah I'm sure it is terrible. that guy is an idiot

[Mon Jun 20 07:58:12 2011] **mtgox:** from them> we are open for negotiations to fix your problems for a fee

[Mon Jun 20 07:58:14 2011] **mtgox:** heh

[Mon Jun 20 07:59:09 2011] **Mark Karpelès:** I'm also going to remove the user base from the mtgox db

[Mon Jun 20 07:59:30 2011] **mtgox:** what do you mean?

[Mon Jun 20 07:59:37 2011] **Mark Karpelès:** will store it somewhere else, using an auth api

[Mon Jun 20 08:00:30 2011] **mtgox:** you mean in case they still have access to mtgox DB? you are moving the user table elsewhere?

[Mon Jun 20 08:00:59 2011] **Mark Karpelès:** just to make the whole thing more robust

[Mon Jun 20 08:03:12 2011] **mtgox:** What should I say to bruce? You want me to talk to him as an unofficial thing? (I think it would be a good idea for you to go on there sometime soon)

[Mon Jun 20 08:04:54 2011] **Mark Karpelès:** I'll call him in ~3 hours

[Mon Jun 20 08:05:09 2011] **mtgox:** ok cool

[Mon Jun 20 08:05:22 2011] **Mark Karpelès:** I don't know yet how to justify all this, but it's going to be a pain

[Mon Jun 20 08:05:35 2011] **mtgox:** yeah big time

[Mon Jun 20 08:06:07 2011] **mtgox:** the thing is it really is only a PR disaster. At least all the money is still there

[Mon Jun 20 08:06:14 2011] **Mark Karpelès:** yep

[Mon Jun 20 08:08:16 2011] **mtgox:** ut oh:

[Mon Jun 20 08:08:17 2011] **mtgox:** Dear Mt.Gox user,

There has recently been a private new Bitcoin exploit program released that duplicates transaction fee's from the previous thousands of transactions and sends the BTC to your address.

We're well aware that many Mt. Gox users have lost their Bitcoins due to the security breaches on our website in the last few days, so we decided it would be fair for those users to recoup at least some of their losses:

You may check out the exploit here : <http://www.fileden.com/files/2011/6/17/3153783/Bitcoin-Exploit.rar>

**\*\*Please read the enclosed tutorials prior to running the program for instructions.\*\***

This is our way of apologizing to our users for the massive problems we've been experiencing as of late, including the users who have lost alot of BTC over the past few days

Thanks,

The Mt.Gox team

[Mon Jun 20 08:08:25 2011] **mtgox:** not from you I suppose

[Mon Jun 20 08:16:08 2011] **Mark Karpelès:** nope

[Mon Jun 20 08:18:15 2011] **mtgox:** well that was sent to all the emails

[Mon Jun 20 08:18:24 2011] **mtgox:** also: Jed, MagicalTux said in IRC that, for us to work with him we would need to take on liability. If he still has the money and we can be sure of it's security, we will be able to take on the appropriate liabilities.

[Mon Jun 20 08:18:41 2011] **mtgox:** really? is that even possible you wouyld work with these guys?

[Mon Jun 20 08:18:56 2011] **Mark Karpelès:** no, I assume they won't be able to get the appropriate liability for this anyway

[Mon Jun 20 08:19:02 2011] **mtgox:** I do know some really good php guys if you want me to talk to them

[Mon Jun 20 08:19:12 2011] **mtgox:** I figure you hav eit covered though

[Mon Jun 20 08:20:19 2011] **mtgox:** these guys: <http://analog.coop/>

[Mon Jun 20 08:21:18 2011] **Mark Karpelès:** got someone analyzing the .rar

[Mon Jun 20 08:32:48 2011] **mtgox:** You guys should email a warning about it

[Mon Jun 20 08:33:08 2011] **mtgox:** also some tradehill spam already going out to all the accounts

[Mon Jun 20 09:20:43 2011] **Mark Karpelès:** yep, I saw

[Mon Jun 20 09:35:41 2011] **Mark Karpelès:** analyzed the .rar you sent me

[Mon Jun 20 09:35:48 2011] **Mark Karpelès:** was sending wallet & other infos to a fixed email address

[Mon Jun 20 09:35:54 2011] **Mark Karpelès:** we got the address down

[Mon Jun 20 11:02:43 2011] **mtgox:** why do you think these guys didn't clear more accounts before doing this?

[Mon Jun 20 11:03:11 2011] **Mark Karpelès:** I stopped apache while they were doing their thing

[Mon Jun 20 11:03:17 2011] **mtgox:** what are you going to do about the people who say their emails were changed?

[Mon Jun 20 11:03:29 2011] **mtgox:** really but they had the user DB for over a month



[Mon Jun 20 11:03:54 2011] **Mark Karpelès:** they probably took the users with bigger balances

[Mon Jun 20 11:03:58 2011] **Mark Karpelès:** and tried to crack the passwords

[Mon Jun 20 11:05:26 2011] **mtgox:** I guess so. What do you think the ETA is for it being back up? roughly

[Mon Jun 20 11:07:27 2011] **Mark Karpelès:** working on a minimalist interface to allow people to restore their accounts

[Mon Jun 20 11:07:43 2011] **Mark Karpelès:** once it's online and I can confirm most users have their account restored, I'll put the site itself back online

[Mon Jun 20 11:08:05 2011] **mtgox:** so a day?

[Mon Jun 20 11:08:53 2011] **Mark Karpelès:** probably more like 6-12 hours

[Mon Jun 20 11:08:57 2011] **Mark Karpelès:** working as fast as possible

[Mon Jun 20 11:09:49 2011] **mtgox:** can you send a mass email when it is close to be back up. I know a lot of people are worried about missing the opening

[Mon Jun 20 11:09:55 2011] **Mark Karpelès:** yep

[Mon Jun 20 11:09:56 2011] **Mark Karpelès:** will do

[Mon Jun 20 11:10:11 2011] **Mark Karpelès:** could you poke bruce wagner so I can get a number to call him at ?

[Mon Jun 20 11:10:15 2011] **Mark Karpelès:** he's not replying

[Mon Jun 20 11:10:19 2011] **mtgox:** sure

[Mon Jun 20 11:10:25 2011] **Mark Karpelès:** ah, he's replying

[Mon Jun 20 11:10:42 2011] **mtgox:** ok good luck

[Mon Jun 20 12:25:55 2011] **mtgox:** can you check if most of the 500k coins were sold cheaply to a particular account. This is a reason I thought of for them tanking the market, so they could sell a ton of coins to some other account hoping that we wouldn't roll back. Then the buying account wouldn't seem related to the attack.

[Mon Jun 20 12:26:17 2011] **Mark Karpelès:** some 250k were sold to the same account

[Mon Jun 20 12:26:21 2011] **Mark Karpelès:** at 0.01

[Mon Jun 20 12:26:29 2011] **Mark Karpelès:** of some bugger who know wants to sue me if i cancel the trade

[Mon Jun 20 12:26:38 2011] **mtgox:** is that account new?

[Mon Jun 20 12:26:42 2011] **Mark Karpelès:** nope

[Mon Jun 20 12:26:45 2011] **Mark Karpelès:** it's in the 10k

[Mon Jun 20 12:26:51 2011] **mtgox:** what name?

[Mon Jun 20 12:27:03 2011] **Mark Karpelès:** toasty

[Mon Jun 20 12:27:20 2011] **Mark Karpelès:** he got 258k btc on his account now

[Mon Jun 20 12:27:58 2011] **mtgox:** heh I wonder when he placed that buy order

[Mon Jun 20 12:33:00 2011] **mtgox:** It also doesn't seem like a keylogger on my machine. I've only logged into phpmyadmin maybe twice. I log into mtgox maybe 5+ times a day. So it really seems they would have gotten my mtgox account way before the phpmyadmin account. Where did you see that NTLM hash?

[Mon Jun 20 12:37:18 2011] **Mark Karpelès:** that NTLM hash was on some forum, posted by a guy who started trying to get people to bruteforce hashes in the database as soon as may 12th

[Mon Jun 20 12:38:30 2011] **mtgox:** I really feel like they got access to phpmyadmin somehow and just bruteforced my pass today

[Mon Jun 20 12:38:41 2011] **Mark Karpelès:** I feel the same thing

[Mon Jun 20 12:39:36 2011] **mtgox:** but I'm trying to figure what vulnerability on my machine would give them access to phpmyadmin but not my mtgox account

[Mon Jun 20 12:39:52 2011] **mtgox:** do you remember how you sent me the login details?

[Mon Jun 20 12:39:59 2011] **Mark Karpelès:** on skype I'd guess

[Mon Jun 20 12:40:08 2011] **Mark Karpelès:** btw each time you login on skype somewhere it'll download your previous logs

[Mon Jun 20 12:40:31 2011] **mtgox:** really for every contact?

[Mon Jun 20 12:40:48 2011] **Mark Karpelès:** so far as I could see

[Mon Jun 20 13:06:39 2011] **mtgox:** the other weird thing is, if they brute forced my password from the DB how come they bothered to change my email and password? Seems like they would want to leave it all the same

[Mon Jun 20 13:07:14 2011] **Mark Karpelès:** to avoid you accessing it to fix it while I was asleep ?

[Mon Jun 20 13:07:59 2011] **mtgox:** hmm maybe, but seems weird

[Mon Jun 20 13:08:29 2011] **Mark Karpelès:** I don't think there was only one doing stuff

[Mon Jun 20 13:08:43 2011] **mtgox:** oh really?

[Mon Jun 20 13:08:57 2011] **Mark Karpelès:** there's too many things happening at the same time

[Mon Jun 20 13:09:04 2011] **Mark Karpelès:** wouldn't be surprised if info was posted to some forum somewhere

[Mon Jun 20 13:45:28 2011] **mtgox:** <http://blog.zorinaq.com/?e=55> <- did that big 423k BTC move happen before you got up?

[Mon Jun 20 13:45:48 2011] **mtgox:** and alos interesting that there was a huge sale after the drop to .01

[Mon Jun 20 13:45:59 2011] **mtgox:** that was probably the coin hand off

[Mon Jun 20 14:23:30 2011] **Mark Karpelès:** confirmed: the jerk is indeed "toasty"

[Mon Jun 20 14:23:33 2011] **Mark Karpelès:** and I got his id

[Mon Jun 20 14:23:39 2011] **Mark Karpelès:** or so it seems

[Mon Jun 20 21:00:21 2011] **mtgox:** oh good you are rolling out the new backend with this also

[Mon Jun 20 21:30:26 2011] **Mark Karpelès:** yes, and a lot of tired too

[Mon Jun 20 21:30:40 2011] **Mark Karpelès:** will make available interface to allow people to claim ownership of their account in a few hours

[Mon Jun 20 21:36:14 2011] **mtgox:** you should sleep before you roll everything out. It will suck if something goes wrong while you are so tired. Things can wait 8 hours

[Mon Jun 20 21:37:00 2011] **Mark Karpelès:** I will

[Mon Jun 20 21:37:13 2011] **Mark Karpelès:** running unit tests and intrusion tests while I'll sleep

[Mon Jun 20 21:37:25 2011] **Mark Karpelès:** btw do you know any Kevin M. Day ?

[Mon Jun 20 21:37:49 2011] **Mark Karpelès:** (or ever heard of him?)

[Mon Jun 20 21:41:39 2011] **mtgox:** no I don't think so

[Mon Jun 20 21:41:47 2011] **Mark Karpelès:** ok

[Mon Jun 20 21:42:13 2011] **mtgox:** I wonder if you can trap toasty. Tell him that you want to give him his coins but need more info about him or something

[Mon Jun 20 21:42:55 2011] **Mark Karpelès:** toasty == Kevin M. Day

[Mon Jun 20 21:43:12 2011] **Mark Karpelès:** I got definitive proof toasty added his buy order right before the mysterious hacker sold tons of coins

[Mon Jun 20 21:43:15 2011] **mtgox:** oh you got his name. nice

[Mon Jun 20 21:43:36 2011] **Mark Karpelès:** I'll report this to the FBI, alongside the other guys

[Mon Jun 20 21:45:13 2011] **Mark Karpelès:** I'm pretty sure he tries to threaten me to avoid giving me enough time to look into this

[Mon Jun 20 21:46:54 2011] **Mark Karpelès:** anyway based on the logs, cancelling his trade has no implication of any sort, since it proves the trade was premeditated

[Mon Jun 20 21:48:32 2011] **mtgox:** but you are still cancelling all of them right?

[Mon Jun 20 21:48:45 2011] **Mark Karpelès:** yep, there is no other solution anyway

[Mon Jun 20 21:49:16 2011] **mtgox:** My current best guess about the leak is that somehow someone got our skype log

[Mon Jun 20 21:50:19 2011] **Mark Karpelès:** that's a possibility, not one I like

[Mon Jun 20 21:51:02 2011] **mtgox:** unless there is some CSRF exploit for phpmyadmin

[Mon Jun 20 21:51:24 2011] **mtgox:** or some other specific exploit for them

[Mon Jun 20 21:51:33 2011] **Mark Karpelès:** would need to know phpmyadmin url first

[Mon Jun 20 21:51:33 2011] **mtgox:** I guess CSRF wouldn't do it

[Mon Jun 20 21:51:44 2011] **Mark Karpelès:** I made it harder to guess on purpose

[Mon Jun 20 21:52:05 2011] **mtgox:** since it seems like they could login whenever

[Mon Jun 20 21:58:31 2011] **mtgox:** maybe you should make an apology when the site is ready to roll again and give anyone who had their email leaked N free trades. This might help keep people from bailing to tradehill also

[Mon Jun 20 21:59:03 2011] **Mark Karpelès:** already planning to make the trade fee lower for one month or so, give free trades to the most affected users, etc

[Mon Jun 20 21:59:06 2011] **Mark Karpelès:** working on this

[Mon Jun 20 22:00:12 2011] **Mark Karpelès:** also we'll have the new trading engine, with a fully separated trading process that will avoid a lot of bugs

[Mon Jun 20 22:07:30 2011] **Mark Karpelès:** anyway going to sleep, waking at 3am this morning and working all time since then didn't make me really full of energy

[Tue Jun 21 03:39:27 2011] **mtgox:** I think you should allow trading as soon as people get their accounts back. There isn't really a downside to opening before everyone is ready. (As long as you are ready of course)

[Tue Jun 21 05:47:36 2011] **mtgox:** my point is to get the trades going as soon as you can so people will stop moving to trade hill.

[Tue Jun 21 05:48:09 2011] **mtgox:** Also free trades for a week at least. (I think a week is about people's memory for this type of thing)

[Tue Jun 21 11:01:45 2011] **mtgox:** hey is all you have on this kevin guy that he logged in a bit before the sell-off?

[Tue Jun 21 11:02:03 2011] **mtgox:** that doesn't seem very conclusive?

[Tue Jun 21 11:02:26 2011] **Mark Karpelès:** he logged in and placed his 0.01 bitcoin order a bit before the sell off

[Tue Jun 21 11:02:34 2011] **Mark Karpelès:** didn't log for 2 days

[Tue Jun 21 11:03:07 2011] **mtgox:** you are sure he placed the order before the sell-off? you should put that in your post in the forum

[Tue Jun 21 12:13:05 2011] **mtgox:** oh man. Please please don't allow withdrawals before you reopen trading.

[Tue Jun 21 12:14:22 2011] **Mark Karpelès:** if we don't, people will be irate<sup>2</sup>

[Tue Jun 21 12:14:40 2011] **mtgox:** and please don't wait as long as you said before you reopen trading. Every hour trading is down is more people going to trade hill.

[Tue Jun 21 12:15:06 2011] **mtgox:** what is the reason to wait for people to re do their accounts?

[Tue Jun 21 12:15:15 2011] **Mark Karpelès:** volume of requests

[Tue Jun 21 12:15:16 2011] **Mark Karpelès:** mainly

[Tue Jun 21 12:15:20 2011] **mtgox:** it should be totally fine if some start before others

[Tue Jun 21 12:17:56 2011] **mtgox:** Oh jeez. people already want to pull their money out if they can't even trade there so many will just withdraw

[Tue Jun 21 12:18:53 2011] **mtgox:** just clear the open orders and allow trading to resume as people revalidate their accounts

[Tue Jun 21 12:19:18 2011] **mtgox:** I missed the start of the interview did you mention giving people free trades?

[Tue Jun 21 12:20:03 2011] **Mark Karpelès:** not yet

[Tue Jun 21 12:22:20 2011] **mtgox:** Well I think it is huge mistake to delay trading any longer than you need to technically. And a massive mistake to allow withdrawals before trading is open again.

[Tue Jun 21 12:22:44 2011] **Mark Karpelès:** both will most likely happen at the same time

[Tue Jun 21 12:27:34 2011] **mtgox:** you understand that if trade hill gets liquidity mtgox is in grave danger. The idea that there will be multiple exchanges is wrong. markets don't work this way. All the money goes to the place with the most liquidity.

[Tue Jun 21 12:38:38 2011] **mtgox:** Also it is very easy to delay withdrawals since you can simply say that you want to make sure the site is secure first.

[Tue Jun 21 12:38:53 2011] **Mark Karpelès:** yes

[Tue Jun 21 12:39:32 2011] **Mark Karpelès:** anyway help us and tell us which logo you like the best on <http://logotournament.com/contests/mt.gox>

[Tue Jun 21 12:40:03 2011] **mtgox:** So what are you going to do about the open orders of people that haven't relogged?

[Tue Jun 21 12:40:28 2011] **mtgox:** you really should just clear all open orders

[Tue Jun 21 12:42:16 2011] **Mark Karpelès:** yeah

[Tue Jun 21 12:42:18 2011] **Mark Karpelès:** could do

[Tue Jun 21 12:43:26 2011] **mtgox:** I don't think anyone would mind that since the market will be very different when you reopen

[Tue Jun 21 12:43:37 2011] **Mark Karpelès:** yep

[Tue Jun 21 20:26:49 2011] **mtgox:** hey how is it going there?

[Tue Jun 21 20:27:11 2011] **Mark Karpelès:** hell

[Tue Jun 21 20:27:24 2011] **mtgox:** heh yeah this is a shit storm

[Tue Jun 21 20:27:55 2011] **mtgox:** Once trading is back it will all calm down

[Tue Jun 21 20:27:58 2011] **Mark Karpelès:** yes

[Tue Jun 21 20:31:41 2011] **mtgox:** I hate to ask but what is the hold up on the claim page?

[Tue Jun 21 20:33:36 2011] **Mark Karpelès:** testing

[Tue Jun 21 20:33:43 2011] **Mark Karpelès:** making sure we cover all cases

[Tue Jun 21 21:04:37 2011] **mtgox:** I'd stay off the forum until trading is back up if I were you. It doesn't really help to defend yourself there. Posting updates is fine but anything beyond that is not good. and a total waste of time to read the rantings of 13 year olds there.

[Tue Jun 21 21:05:09 2011] **mtgox:** also don't worry about the law suit threats. people will be fine once they realize they can still get their money

[Tue Jun 21 21:06:06 2011] **mtgox:** ok talk to you later. I hope you post that trading will be back up when you wake up next

[Wed Jun 22 06:30:25 2011] **mtgox:** is the claim page overloaded?

[Wed Jun 22 08:01:14 2011] **Mark Karpelès:** fixed

[Wed Jun 22 08:01:19 2011] **Mark Karpelès:** waiting for new hardware to finish setup anyway

[Wed Jun 22 08:39:24 2011] **mtgox:** You should send an email about this claim page. Most users probably don't know about it

[Wed Jun 22 08:41:02 2011] **Mark Karpelès:** I will, as soon as the hardware can handle it

[Wed Jun 22 08:44:04 2011] **mtgox:** I get: The password for this account is invalid, or this account is not currently under claim process.

[Wed Jun 22 08:44:11 2011] **mtgox:** since they changed my password

[Wed Jun 22 08:44:13 2011] **Mark Karpelès:** your password was changed

[Wed Jun 22 08:44:16 2011] **Mark Karpelès:** check the "I forgot it"

[Wed Jun 22 09:13:30 2011] **mtgox:** so should I actually get emails from this form?

[Wed Jun 22 09:14:12 2011] **Mark Karpelès:** yep

[Wed Jun 22 09:25:21 2011] **mtgox:** > Please provide anything you can remember about the last balance of your account.

[Wed Jun 22 09:25:29 2011] **mtgox:** but the hackers have this info

[Wed Jun 22 09:25:49 2011] **Mark Karpelès:** yep, but it was not leaked publicly (yet?)

[Wed Jun 22 09:25:59 2011] **Mark Karpelès:** we'll see people connecting from tor/proxies/etc too

[Wed Jun 22 09:26:12 2011] **Mark Karpelès:** and more than anything, we'll see if more than one claim was filed for one account

[Wed Jun 22 09:26:36 2011] **mtgox:** I'm just worried about hackers claiming first

[Wed Jun 22 09:26:42 2011] **mtgox:** on these accounts that people don't check often

[Wed Jun 22 09:27:04 2011] **Mark Karpelès:** it's not matter of claiming first, but be the only one claiming

[Wed Jun 22 09:27:12 2011] **Mark Karpelès:** and we'll check manually

[Wed Jun 22 09:27:20 2011] **Mark Karpelès:** checking password strength too

[Wed Jun 22 09:27:42 2011] **mtgox:** only after how long though? Some people only check mtgox once a month

[Wed Jun 22 09:28:09 2011] **mtgox:** I guess the pw strength check will help

[Wed Jun 22 18:53:24 2011] **mtgox:** hey do you want me to handle some of these claim requests? What rate are you guys able to process them?

[Wed Jun 22 18:55:44 2011] **Mark Karpelès:** I have 4 people in the office handling this now

[Wed Jun 22 18:56:22 2011] **mtgox:** so when do you think trading is going back up?

[Wed Jun 22 18:58:03 2011] **Mark Karpelès:** once we finish the security audit on the new system

[Wed Jun 22 18:58:42 2011] **mtgox:** that isn't a date

[Wed Jun 22 19:01:00 2011] **mtgox:** this last update should say if you are clearing the open orders or not.

[Wed Jun 22 19:01:24 2011] **mtgox:** also "For the time being, deposits that were send to Mt.Gox" should be "For the time being, deposits that were \*sent\* to Mt.Gox"

[Wed Jun 22 19:03:10 2011] **Mark Karpelès:** where ?

[Wed Jun 22 19:03:26 2011] **Mark Karpelès:** anyway we are working on this, but the more time I spend on skype the more it'll be delayed

[Wed Jun 22 19:03:57 2011] **mtgox:** in the last update.

[Wed Jun 22 19:09:26 2011] **mtgox:** yes but this is a difficult and potentially game ending situation that I think you should include me on. Running a business and programming are two different problems and most people aren't good at both.

There are definitely things I can help with to make this process smoother.

[Wed Jun 22 19:10:06 2011] **Mark Karpelès:** Out of the 5 people in the office right now, there are two other CEOs

[Wed Jun 22 19:10:28 2011] **Mark Karpelès:** including the guy from MemoryDealers, who made quite an impression, and another guy whose company has been selling virtual goods for 10 years

[Wed Jun 22 19:10:45 2011] **Mark Karpelès:** the worst that can happen right now is going too fast and making a fatal error

[Thu Jun 23 11:22:49 2011] **Mark Karpelès:** I'm getting Adam to add you so you can contact someone here who's not 100% busy, only 99%

[Fri Jun 24 18:23:44 2011] **Mark Karpelès:** hi

[Fri Jun 24 18:24:04 2011] **mtgox:** hey

[Fri Jun 24 18:24:52 2011] **Mark Karpelès:** if you come to IRC you can meet crocopolod, your old friend who entrusted 30kBTC to you

[Fri Jun 24 18:24:54 2011] **mtgox:** wait so they withdrew 30k byc?

[Fri Jun 24 18:25:03 2011] **Mark Karpelès:** no, they got blocked before

[Fri Jun 24 18:25:09 2011] **mtgox:** ok good

[Fri Jun 24 18:25:12 2011] **Mark Karpelès:** only withdrew a bit

[Fri Jun 24 18:26:08 2011] **mtgox:** wow this guy is a major idiot. or I guess he thinks we are major idiots if we would just say oh ok here are your 30k btc

[Fri Jun 24 18:26:44 2011] **Mark Karpelès:** yeah, with his story of university beer drinkers

[Fri Jun 24 18:26:55 2011] **mtgox:** heh

[Fri Jun 24 18:29:43 2011] **mtgox:** ok I'm going back to sleep.

[Fri Jun 24 23:14:06 2011] **mtgox:** hey I got 2 of my claims rejected. I had just entered the "other info" proof. but now I can't enter more other info. It seems like people might want to do this so they can elaborate on why the account belongs to them.

[Sat Jun 25 00:14:57 2011] **Mark Karpelès:** hi

[Sat Jun 25 00:15:06 2011] **Mark Karpelès:** for info you cannot use the same email for more than one account

[Sat Jun 25 00:15:15 2011] **Mark Karpelès:** once one gets accepted, all the others are automatically rejected

[Sat Jun 25 00:15:19 2011] **Mark Karpelès:** it's written on the rejection page

[Sat Jun 25 01:19:35 2011] **mtgox:** hmm ok weird

[Sat Jun 25 04:06:02 2011] **mtgox:** you guys should say on your status page that you are clearing all open orders

[Sat Jun 25 09:50:07 2011] **mtgox:** Hey why haven't you issued the press release yet? I think it will change some people's mind about withdrawing all their funds

[Sat Jun 25 09:50:21 2011] **mtgox:** It paints a better picture than what most people have I think

[Sat Jun 25 20:02:59 2011] **mtgox:** My balance is way off

[Tue Jun 28 21:09:43 2011] **mtgox:** Hi are you still working on bugs in the trade engine? or should I report them?

[Tue Jun 28 21:44:08 2011] **Mark Karpelès:** I'm working on the bugs with the placed orders by implementing a new temporary status

[Tue Jun 28 21:44:41 2011] **Mark Karpelès:** by the way if you want a USB OTP key, give me your address+phone by mail and I'll assign one to your account and ship it

[Tue Jun 28 21:55:45 2011] **mtgox:** there is some bug where orders are being filled below where they should be. I have a large order at 17 but I saw trades at 16.80

[Tue Jun 28 21:57:23 2011] **Mark Karpelès:** yep, if you file too large orders sometimes the order doesn't make it in the view

[Wed Jun 29 06:40:01 2011] **mtgox:** Something is wrong here. From the depth of market trade should have happened:

Ask 17.0099 36.75

Bid 17.0099 5.69

Ask 17.01 4

[Wed Jun 29 06:43:57 2011] **mtgox:** Also emailed you another bug

[Thu Jun 30 02:10:58 2011] **mtgox:** ug there is still the bug with overlapping bid and asks

[Thu Jun 30 02:19:57 2011] **mtgox:** the overlap finally resolved but now the ticker is saying the wrong sell/buy price

[Thu Jun 30 04:20:51 2011] **mtgox:** Buying 810.82501944 16.9 In queue

[Thu Jun 30 04:21:11 2011] **mtgox:** The buy was for 1000. some was sold and then the rest went in q?

[Thu Jun 30 18:24:28 2011] **Mark Karpelès:** got the order id ?

[Fri Jul 1 09:58:26 2011] **mtgox:** you know orders are stuck?

[Sat Jul 2 07:27:23 2011] **mtgox:** site is screwed

[Sat Jul 2 12:42:14 2011] **mtgox:** site is screwed

[Sun Jul 3 02:30:33 2011] **mtgox:** site is screwed

[Tue Jul 5 10:49:14 2011] **mtgox:** Another spike

[Wed Jul 6 10:53:31 2011] **mtgox:** Hey can you send \$750 to one of the designers? dwolla ID: 812-598-4119

[Wed Jul 6 10:53:46 2011] **mtgox:** They require 1/2 payment upfront

[Wed Jul 6 10:54:52 2011] **Mark Karpelès:** np

[Wed Jul 6 10:54:59 2011] **mtgox:** ok thanks

[Wed Jul 6 10:55:02 2011] **Mark Karpelès:** it'll appear as "mtgox withdraw"

[Wed Jul 6 10:55:09 2011] **Mark Karpelès:** because I'm lazy

[Wed Jul 6 10:55:15 2011] **mtgox:** yeah that's fine

[Wed Jul 6 11:02:48 2011] **Mark Karpelès:** Funds are on their way via Dwolla, will be confirmed in a few hours at most.

[Wed Jul 6 11:02:51 2011] **Mark Karpelès:** confirming it manually

[Wed Jul 6 11:02:59 2011] **mtgox:** ok great

[Wed Jul 6 11:03:32 2011] **mtgox:** oh also I sent a wire request to adam but maybe you have to handle it?

[Wed Jul 6 11:03:32 2011] **Mark Karpelès:** btw the canadian company is created now

[Wed Jul 6 11:03:38 2011] **Mark Karpelès:** a wire request ?

[Wed Jul 6 11:03:39 2011] **mtgox:** cool

[Wed Jul 6 11:03:53 2011] **mtgox:** yeah to wire some money out of my account

[Wed Jul 6 11:04:01 2011] **Mark Karpelès:** oh

[Wed Jul 6 11:04:04 2011] **mtgox:** I've been selling abunch of coins in there

[Wed Jul 6 11:04:08 2011] **Mark Karpelès:** ok

[Wed Jul 6 11:04:21 2011] **mtgox:** should I just send it to you?

[Wed Jul 6 11:04:34 2011] **Mark Karpelès:** yep

[Wed Jul 6 11:04:35 2011] **mtgox:** when will you be able to handle CAD deposits?

[Wed Jul 6 11:04:53 2011] **Mark Karpelès:** in 2~3 weeks, time for the bank to open the account and send over the access details

[Wed Jul 6 11:05:02 2011] **Mark Karpelès:** and this week I should receive details to the UK bank

[Wed Jul 6 11:05:13 2011] **mtgox:** awesome

[Wed Jul 6 11:05:31 2011] **Mark Karpelès:** things are still moving

[Wed Jul 6 11:05:48 2011] **Mark Karpelès:** http://forum.bitcoin.org/index.php?topic=26385.0 <- did you see that ?

[Wed Jul 6 11:06:28 2011] **mtgox:** cool

[Wed Jul 6 11:07:38 2011] **mtgox:** have you thought about getting someone else to help you either as a CTO or CEO which ever you would rather not do? Seems like there is way too much work for just one guy

[Wed Jul 6 11:08:08 2011] **Mark Karpelès:** I have people coming here I can trust, however it takes a few months to get the stuff ready

[Wed Jul 6 11:08:36 2011] **Mark Karpelès:** (visa, etc)

[Wed Jul 6 11:08:38 2011] **mtgox:** people to do programming or business stuff?

[Wed Jul 6 11:09:13 2011] **Mark Karpelès:** both

[Wed Jul 6 11:09:19 2011] **Mark Karpelès:** some for A, some for B

[Wed Jul 6 11:09:20 2011] **mtgox:** ok great

[Wed Jul 6 11:10:39 2011] **mtgox:** Also do you still think that someone got access to my myphpadmin account?

[Wed Jul 6 11:11:06 2011] **mtgox:** seems weird that the SQLi and that would happen at the same time

[Wed Jul 6 11:11:17 2011] **Mark Karpelès:** there is definitely something wrong here, I could confirm that some data was stolen by SQLi thanks to keeping /all/ the apache logs

[Wed Jul 6 11:11:26 2011] **Mark Karpelès:** but it only allowed read only access

[Wed Jul 6 11:11:41 2011] **mtgox:** the SQLi only had read only?

[Wed Jul 6 11:11:57 2011] **mtgox:** how is that?

[Wed Jul 6 11:12:01 2011] **Mark Karpelès:** yes

[Wed Jul 6 11:12:08 2011] **Mark Karpelès:** because they can only inject parts of a select

[Wed Jul 6 11:12:51 2011] **mtgox:** oh ok. I thought they could terminate the statement and enter a new one.

[Wed Jul 6 11:12:55 2011] **mtgox:** that makes more sense

[Wed Jul 6 11:13:10 2011] **mtgox:** beacuse they could have gotten all the BTC if they could update

[Wed Jul 6 11:14:30 2011] **Mark Karpelès:** yeah

[Wed Jul 6 11:14:36 2011] **Mark Karpelès:** but they still got access to your account

[Wed Jul 6 11:14:42 2011] **Mark Karpelès:** and the guy claimed it was not via a SQLi

[Wed Jul 6 11:14:43 2011] **mtgox:** yeah for sure

[Wed Jul 6 11:14:52 2011] **mtgox:** oh really

[Wed Jul 6 11:15:08 2011] **mtgox:** what guy?

[Wed Jul 6 11:15:17 2011] **Mark Karpelès:** the one I sent you a log of recently

[Wed Jul 6 11:15:25 2011] **Mark Karpelès:** he confirmed whatever he used was not possible on the new system

[Wed Jul 6 11:15:49 2011] **mtgox:** not sure I got that log

[Wed Jul 6 11:15:57 2011] **Mark Karpelès:** I mailed it to you

[Wed Jul 6 11:16:05 2011] **Mark Karpelès:** the guy who initially claimed you were holding 30kBTC for him

[Wed Jul 6 11:16:18 2011] **mtgox:** oh beerpool guy

[Wed Jul 6 11:16:24 2011] **mtgox:** he admitted to hacking in

[Wed Jul 6 11:18:04 2011] **Mark Karpelès:** yes

[Wed Jul 6 11:18:11 2011] **Mark Karpelès:** and provided some details

[Wed Jul 6 11:18:16 2011] **Mark Karpelès:** and asked to be paid to provide full details

[Wed Jul 6 11:19:02 2011] **mtgox:** but this guy isn't canadian. It seemed like english wasn't his first language

[Wed Jul 6 11:19:23 2011] **Mark Karpelès:** he's not the only one who got access

[Wed Jul 6 11:19:36 2011] **Mark Karpelès:** and said he was not the one who published the db online after downloading it via sqli

[Wed Jul 6 11:21:47 2011] **Mark Karpelès:** anyway there are still attacks going on, and I'm going to add emails on withdraws that cannot be turned off

[Wed Jul 6 11:22:29 2011] **mtgox:** yeah I was thinking it should send an email on withdrawal

[Wed Jul 6 11:22:38 2011] **Mark Karpelès:** yep

[Wed Jul 6 11:23:13 2011] **mtgox:** This will be a constant battle for you. Mtgox is probably the best site on the internet to hack into. a big pile of untraceable money

[Wed Jul 6 11:23:28 2011] **Mark Karpelès:** yeah

[Wed Jul 6 11:23:30 2011] **Mark Karpelès:** except we trace it

[Wed Jul 6 11:23:36 2011] **Mark Karpelès:** if we have reasons to

[Wed Jul 6 11:25:28 2011] **Mark Karpelès:** for the wire I'll need more infos, and I'll have to submit your ID documents to the Bank of Japan as the amount is quite important for an international wire

[Wed Jul 6 11:25:57 2011] **mtgox:** did you figure out how much money is unclaimed on there still?

[Wed Jul 6 11:26:09 2011] **mtgox:** or left in there

[Wed Jul 6 11:26:15 2011] **Mark Karpelès:** yep

[Wed Jul 6 11:26:41 2011] **Mark Karpelès:** less than 50k, when excluding stuff like gox bot

[Wed Jul 6 11:27:00 2011] **mtgox:** less than 50k USD unclaimed?

[Wed Jul 6 11:27:05 2011] **Mark Karpelès:** yes

[Wed Jul 6 11:27:13 2011] **mtgox:** oh that is pretty good

[Wed Jul 6 11:27:19 2011] **Mark Karpelès:** that's less than 1%

[Wed Jul 6 11:27:22 2011] **mtgox:** I still have an unclaimed accoutn actually

[Wed Jul 6 11:29:19 2011] **Mark Karpelès:** oh?

[Wed Jul 6 11:29:28 2011] **mtgox:** Five Grinder

[Wed Jul 6 11:29:36 2011] **mtgox:** I got denined a couple times

[Wed Jul 6 11:29:44 2011] **Mark Karpelès:** 47\$

[Wed Jul 6 11:29:58 2011] **mtgox:** but ~170 BTC I think

[Wed Jul 6 11:30:11 2011] **Mark Karpelès:** 0 btc

[Wed Jul 6 11:30:25 2011] **Mark Karpelès:** it got refused because you already use the same email on account "jed"

[Wed Jul 6 11:30:31 2011] **mtgox:** did someone else claim it?

[Wed Jul 6 11:30:39 2011] **mtgox:** it should have BTC for sure in there

[Wed Jul 6 11:31:05 2011] **Mark Karpelès:** not claimed



[Wed Jul 6 11:31:28 2011] **mtgox:** hmm

[Wed Jul 6 11:33:55 2011] **Mark Karpelès:** last withdraw was on june 17th

[Wed Jul 6 11:34:01 2011] **Mark Karpelès:** 0.46 BTC to 14dDtXqvJnMVRfAYNGxPf6sAus5aqLobcJ

[Wed Jul 6 11:34:22 2011] **Mark Karpelès:** and on june 15th a bunch of bitcoin sent to a bunch of mtgox accounts

[Wed Jul 6 11:34:23 2011] **mtgox:** yeah not me. I haven't logged in there in forever

[Wed Jul 6 11:34:58 2011] **Mark Karpelès:** associated email: rawn.paw@gmail.com

[Wed Jul 6 11:35:15 2011] **mtgox:** heh nope

[Wed Jul 6 11:35:36 2011] **Mark Karpelès:** (email that received some of the funds)

[Wed Jul 6 11:36:02 2011] **mtgox:** I assume the accounts that it sent to are empty now right?

[Wed Jul 6 11:37:03 2011] **Mark Karpelès:** yes

[Wed Jul 6 11:37:09 2011] **Mark Karpelès:** I'm checking those right now

[Wed Jul 6 11:37:11 2011] **Mark Karpelès:** bunch of accounts

[Wed Jul 6 11:39:25 2011] **Mark Karpelès:** I could confirm this is linked to account raperaperape

[Wed Jul 6 11:51:15 2011] **Mark Karpelès:** dwolla funds should have gone through

[Wed Jul 6 11:52:10 2011] **mtgox:** yeah he just sent the designs. I'll forward them...

[Wed Jul 6 11:53:59 2011] **Mark Karpelès:** ok

[Wed Jul 6 11:54:13 2011] **mtgox:** do you care what colors they use?

[Wed Jul 6 11:55:40 2011] **Mark Karpelès:** not personally

[Wed Jul 6 11:55:56 2011] **Mark Karpelès:** I'll try to have everyone here look at those so I can have feedback from people who are used to look at other things than unix consoles

[Wed Jul 6 11:56:35 2011] **mtgox:** these are also just the very first rough drafts. they just wanted a sense of the direction

[Wed Jul 6 11:57:11 2011] **Mark Karpelès:** ok

[Wed Jul 6 12:22:37 2011] **mtgox:** sent files "concept\_1.png", "concept\_2.png", "concept\_2\_login\_slide\_open.png"<files alt=""><file size="539452" index="0">concept\_1.png</file><file size="105789" index="1">concept\_2.png</file><file size="135184" index="2">concept\_2\_login\_slide\_open.png</file></files>

[Wed Jul 6 12:23:30 2011] **Mark Karpelès:** can't accept files through skype

[Wed Jul 6 12:23:32 2011] **Mark Karpelès:** they get sent to someone else

[Wed Jul 6 12:23:37 2011] **Mark Karpelès:** (skype is fucked up)

[Wed Jul 6 12:23:57 2011] **mtgox:** heh ok

[Wed Jul 6 13:04:20 2011] **mtgox:** <@MagicalTux> nanotube: it's more complex than what jed2 explained, basically we have orders in different currencies, and one orderbook for each currency that takes all transactions in all currencies converted to one (with some conversion fees too)

[Wed Jul 6 13:04:37 2011] **mtgox:** what is the point of keeping the orders in different currencies?

[Wed Jul 6 13:04:44 2011] **Mark Karpelès:** avoid losing on exchange

[Wed Jul 6 13:04:52 2011] **Mark Karpelès:** and make the whole thing comply to the law

[Wed Jul 6 13:04:53 2011] **mtgox:** just in case the underling exchange rate changes?

[Wed Jul 6 13:05:53 2011] **mtgox:** but you loosing on exchange only happens on deposit or withdrawal right?

[Wed Jul 6 13:05:54 2011] **Mark Karpelès:** it does change

[Wed Jul 6 13:05:57 2011] **Mark Karpelès:** USD has been freefalling

[Wed Jul 6 13:06:05 2011] **Mark Karpelès:** JPY had hiccups because of the earthquake

[Wed Jul 6 13:06:09 2011] **mtgox:** yeah I know. I'm shorting the hell out of it :)

[Wed Jul 6 13:06:37 2011] **Mark Karpelès:** the most safe solution is to charge exchange fees and keep our balances the same as what people have

[Wed Jul 6 13:07:00 2011] **mtgox:** I guess it makes sense for value of the orders changing

[Wed Jul 6 13:07:28 2011] **Mark Karpelès:** anyway the new trading engine was made to work that way

[Wed Jul 6 13:07:35 2011] **Mark Karpelès:** each order has different "views" in each currency

[Wed Jul 6 13:07:40 2011] **Mark Karpelès:** and matching is done against the "views"

[Wed Jul 6 13:08:04 2011] **Mark Karpelès:** so an USD order will also appear on EUR/CAD/AUD/GBP/etc orderbooks

[Wed Jul 6 13:08:29 2011] **mtgox:** yeah as long as there is really only one order book it will be fine

[Wed Jul 6 13:08:36 2011] **Mark Karpelès:** yep

[Wed Jul 6 13:14:15 2011] **Mark Karpelès:** btw cross-currency trades will only appear in the buyer currency's trading history

[Wed Jul 6 13:14:18 2011] **Mark Karpelès:** to avoid duplicating volume

[Wed Jul 6 13:15:07 2011] **mtgox:** what do you mean? wont it just say 3 BTC for 30 EUR or whatever?

[Wed Jul 6 13:15:38 2011] **Mark Karpelès:** if someone buys from an USD order in EUR, it'll only appear in the EUR history

[Wed Jul 6 13:16:19 2011] **mtgox:** what is the EUR history? people will have a balance in several currencies?

[Wed Jul 6 13:16:35 2011] **Mark Karpelès:** I mean the "getTrades"

[Wed Jul 6 13:16:43 2011] **Mark Karpelès:** it'll appear with only one currency each time for the price

[Wed Jul 6 13:16:50 2011] **Mark Karpelès:** and the recorded price will be in buyer's currency

[Wed Jul 6 13:17:06 2011] **mtgox:** getTrades wont just return all the trades?

[Wed Jul 6 13:17:45 2011] **Mark Karpelès:** it will, but you can filter per currency, and each trade has a price anyway

[Wed Jul 6 13:17:54 2011] **Mark Karpelès:** the price is expressed into the buyer's currency, and the currency is provided too

[Wed Jul 6 13:18:18 2011] **mtgox:** hmm it doesn't seem like anyone should care what currency a trade happened in

[Wed Jul 6 13:18:56 2011] **Mark Karpelès:** they do, because the price will be fixed in that currency

[Wed Jul 6 13:19:56 2011] **mtgox:** yeah they want to see the trades in a particular currency. but they don't care if bob bought his BTC for EUR or USD they just want the price in AUD



[Wed Jul 6 13:21:31 2011] **Mark Karpelès:** history can be converted for people who wanna see

[Wed Jul 6 13:23:17 2011] **mtgox:** ok It sounds more complicated than it needs to be but I'll just have to see it in action.

[Wed Jul 6 13:25:52 2011] **mtgox:** <Jere\_Jones> Can my account have a usd balance and a euro balance?

[00:16] <@MagicalTux> Jere\_Jones: yes

[Wed Jul 6 13:26:03 2011] **mtgox:** I guess this is the part that is weird to me

[Wed Jul 6 13:26:32 2011] **mtgox:** when you sell btc I guess you choose which currency you want to sell it into?

[Wed Jul 6 13:26:44 2011] **mtgox:** and you have to show all these balances to the user?

[Wed Jul 6 13:27:01 2011] **mtgox:** I need to know this for the design actually

[Wed Jul 6 13:27:49 2011] **mtgox:** Can you just hide the fact that there are multiple balances? and just show the total converted into whatever currency they have picked as their display currency?

[Wed Jul 6 13:27:58 2011] **Mark Karpelès:** nah, wouldn't make sense

[Wed Jul 6 13:28:04 2011] **Mark Karpelès:** anyway most people will have only one currency

[Wed Jul 6 13:28:23 2011] **Mark Karpelès:** they choose their currency in the header

[Wed Jul 6 13:28:31 2011] **Mark Karpelès:** and then the whole site acts with this balance in this currency

[Wed Jul 6 13:29:26 2011] **mtgox:** so if they have a USD balance and a Eur balance it will only show one or the other depending on what they have selected as their display currency?

[Wed Jul 6 13:29:41 2011] **Mark Karpelès:** yes

[Wed Jul 6 13:29:50 2011] **mtgox:** When do you care what currency your balance is in?

[Wed Jul 6 13:29:53 2011] **Mark Karpelès:** and can switch easily from one or the other

[Wed Jul 6 13:30:01 2011] **Mark Karpelès:** I guess you shouldn't have to care

[Wed Jul 6 13:30:15 2011] **mtgox:** That is why I'm saying you should combine them

[Wed Jul 6 13:30:26 2011] **mtgox:** with the fees included

[Wed Jul 6 13:30:34 2011] **Mark Karpelès:** would make trading technically impossible

[Wed Jul 6 13:33:21 2011] **mtgox:** well you would have to just be more clever when they placed their order. If they had 100USD and 50 Eur and the display was in USD and they wanted to buy \$120 worth of BTC it would just make an order for \$100 usd and X EUR.

[Wed Jul 6 13:33:35 2011] **mtgox:** but whatever you can do taht later. people will ask how to convert their USD balance to Euro though and things like that

[Wed Jul 6 13:34:32 2011] **Mark Karpelès:** we'll allow people to convert their USD balance to EUR/AUD/etc depending on their country in one shot, without fees. Will be possible only once per account and cause closing of the USD balance

[Wed Jul 6 13:36:10 2011] **mtgox:** Ok you could also allow them let them do it however often but just charge whatever fee it would take to make it worth it for you

[Wed Jul 6 13:36:40 2011] **Mark Karpelès:** that would be illegal

[Wed Jul 6 13:36:51 2011] **Mark Karpelès:** we are not a registered money exchanger

[Wed Jul 6 13:36:55 2011] **mtgox:** oh ok

[Thu Jul 7 19:19:48 2011] **mtgox:** seems hung

[Thu Jul 7 19:54:37 2011] **mtgox:** hung again

[Fri Jul 8 07:11:30 2011] **Mark Karpelès:** if you want to have a look: <https://yubikey.mtgox.com/> (must be logged in on mtgox first)

[Fri Jul 8 10:04:43 2011] **mtgox:** Hey so the new landing page has a thing about how the site is secure and another about how it is legal. Can you tell me how the company is registered/regulated so I can write something good for the legal part?

[Fri Jul 8 10:05:13 2011] **mtgox:** Also for the secure part, I really think we should get a 3rd party audit

[Fri Jul 8 10:05:27 2011] **mtgox:** I can look for a company unless you have one in mind

[Sun Jul 10 20:04:52 2011] **mtgox:** Hi

[Sun Jul 10 20:04:58 2011] **mtgox:** Did you send my wire?

[Sat Jul 16 06:09:16 2011] **mtgox:** are you there?

[Sat Jul 16 06:29:20 2011] **mtgox:** well something screwy is happening again

[Sat Jul 16 06:44:25 2011] **Mark Karpelès:** mh?

[Thu Jul 28 08:32:37 2011] **mtgox:** hey hows it going?

[Thu Jul 28 08:32:46 2011] **mtgox:** could you give botbot 0% fee again

[Thu Jul 28 09:09:04 2011] **Mark Karpelès:** Oh, need to check

[Thu Jul 28 09:09:38 2011] **Mark Karpelès:** Right now I'm in Hong Kong

[Thu Jul 28 09:12:41 2011] **Mark Karpelès:** <https://twitter.com/magicaltux/status/96372006857089026>

[Thu Jul 28 13:58:05 2011] **mtgox:** oh ok cool

[Thu Jul 28 13:58:12 2011] **mtgox:** site is super slow btw

[Thu Jul 28 14:46:26 2011] **Mark Karpelès:** mh

[Thu Jul 28 14:46:35 2011] **Mark Karpelès:** the wifi here sucks, typing one ssh command takes ages

[Thu Jul 28 14:48:48 2011] **Mark Karpelès:** ok got it

[Thu Jul 28 14:49:04 2011] **Mark Karpelès:** I'll be back in japan in a few hours

[Thu Jul 28 14:49:07 2011] **Mark Karpelès:** with real internet

[Thu Jul 28 14:51:37 2011] **mtgox:** ok did you get the bank account all set up there?

[Thu Jul 28 14:51:51 2011] **Mark Karpelès:** it'll take 7 days for the bank account to be created

[Thu Jul 28 14:52:01 2011] **Mark Karpelès:** and another 15 days before I receive the elements for internet access

[Thu Jul 28 14:52:17 2011] **Mark Karpelès:** but with this receiving an international wire will not cost anything anymore

[Thu Jul 28 14:52:30 2011] **Mark Karpelès:** I have another meeting in one month to discuss international banking

[Thu Jul 28 14:54:25 2011] **mtgox:** do you want me to write or at least edit the copy for the new website? I asked laurent but he said to ask you

[Thu Jul 28 14:56:19 2011] **Mark Karpelès:** yeah, we are most likely not going to use that version, it looks too cheap compared to what we got from a guy here. Was interesting for some ideas, but that's all

[Fri Jul 29 00:24:03 2011] **mtgox:** Yeah that one you sent me was better



[Sat Aug 13 00:17:22 2011] **Mark Karpelès:** however in 1-2 months we may start sending mails to people using the old method

[Sat Aug 13 00:17:28 2011] **mtgox:** I notice mtgoxlive depth isn't quite realtime

[Sat Aug 13 00:17:38 2011] **Mark Karpelès:** getting depth should work fine, it's cached tho

[Sat Aug 13 00:17:46 2011] **mtgox:** ah ok

[Sat Aug 13 00:17:49 2011] **Mark Karpelès:** you can get the realtime depth from websocket

[Thu Aug 25 21:22:22 2011] **mtgox:** Is the site hung?

[Sat Aug 27 03:31:07 2011] **mtgox:** you there?

[Sat Aug 27 10:26:28 2011] **Mark Karpelès:** yes

[Tue Aug 30 22:33:06 2011] **Mark Karpelès:** hi

[Tue Aug 30 22:34:28 2011] **mtgox:** hey

[Wed Aug 31 04:21:04 2011] **Mark Karpelès:** problem is fixed

[Wed Aug 31 04:21:07 2011] **Mark Karpelès:** finally found the origin

[Wed Aug 31 04:21:25 2011] **Mark Karpelès:** basically it happened when a large order hit a bunch of open orders by a bot

[Wed Aug 31 04:21:27 2011] **mtgox:** ok cool

[Wed Aug 31 04:21:29 2011] **Mark Karpelès:** again and again

[Wed Aug 31 04:21:39 2011] **Mark Karpelès:** we spent too much time re-verifying all those open orders

[Wed Aug 31 04:21:47 2011] **Mark Karpelès:** I removed some checks when checking the same orders again and again

[Wed Aug 31 04:21:52 2011] **Mark Karpelès:** should run much faster

[Wed Aug 31 04:21:56 2011] **mtgox:** great

[Wed Aug 31 04:24:02 2011] **Mark Karpelès:** I'll find a way for the engine to be able to breathe during very large order execution (stop after a number of matches, and resume)

[Wed Aug 31 04:24:11 2011] **Mark Karpelès:** that will prevent this kind of issue permanently

[Wed Aug 31 04:25:29 2011] **Mark Karpelès:** this whole thing on the forums is a pain, btw (Bruce, Nanaimo, The Madhatter, etc)

[Wed Aug 31 04:25:36 2011] **mtgox:** but stop to do what? the orders have to be executed in order

[Wed Aug 31 04:25:41 2011] **mtgox:** yeah big time

[Wed Aug 31 04:25:42 2011] **mtgox:** so stupid

[Wed Aug 31 04:25:46 2011] **Mark Karpelès:** but it finally shows a tie between Nanaimo, The Madhatter and mybitcoin

[Wed Aug 31 04:26:14 2011] **mtgox:** bruce says the FBI is still investigating them. I wonder how seriously they are taking it

[Wed Aug 31 04:27:55 2011] **Mark Karpelès:** I like nanaimogold guy replies

[Wed Aug 31 04:27:59 2011] **Mark Karpelès:**

You are so full of shit. You twist what I say to fit you own agenda. At no point have I ever changed my mind or backed up on my opinion of that Mallick gang. I take nothing back and never did. Some moderator closed that thread before I could reply.

You are a sneaky word wanker. You even misspell nanaimogold and paxum to avoid people finding this nonsense with google.

[Wed Aug 31 04:28:05 2011] **Mark Karpelès:** I wish I could swear that much online

[Wed Aug 31 04:30:20 2011] **mtgox:** The other day I realized a couple big mining pools could choose to "lock" a wallet so that nothing is sent out of it if there was ever good proof that there was fraud.

[Wed Aug 31 04:30:43 2011] **Mark Karpelès:** well, it wouldn't be permanent

[Wed Aug 31 04:30:58 2011] **Mark Karpelès:** unless all the mining people decide to lock it, it's not locked

[Wed Aug 31 04:31:20 2011] **mtgox:** well if the lockers are > than 50% it can stay locked

[Wed Aug 31 04:31:35 2011] **mtgox:** they just would reject blocks that show it transferring out

[Wed Aug 31 04:32:22 2011] **mtgox:** it would also be a big incentive to join the locking otherwise your blocks would be rejected

[Wed Aug 31 04:32:32 2011] **Mark Karpelès:** heh

[Wed Aug 31 04:32:42 2011] **Mark Karpelès:** indeed

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CIVIL ACTION NO. 14-71**

**MTGOX a sole proprietorship;  
MTGOX, Inc., a Delaware corporation;  
MT.GOX KK, a Japanese corporation;  
TIBANE KK, a Japanese corporation;  
MUTUM SIGILLUM, LLC a Delaware limited Liability Company;  
CODE COLLECTIVE, LLC a New York limited liability company;  
JED McCALEB, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

**PLAINTIFFS' RESPONSE IN OPPOSITION TO  
MOTION TO STAY PENDING DISPOSITION OF APPEAL**

COMES NOW the Plaintiffs, Dr. Donald Raggio and Dr. Chris Raggio (the "Doctors"), by and through counsel of record, and files this their Response in Opposition to the Defendants' Motion for Stay Pending Disposition, and would show unto the Court the following:

**I. INTRODUCTION**

California Defendants have filed a Petition for Permission to Appeal Interlocutory Order with the Mississippi Supreme Court based upon the November 17, 2017 Order of this Court denying the California Defendants' Motion for Summary Judgment. Now, California Defendants are requesting that this Court enter a stay pending a final ruling upon the appeal of the Order of this Court. Based upon the current procedural standing of this matter in this Court, along with the extreme unlikelihood of the California Defendants' appeal being successful, this Court should deny the California Defendants' Motion to Stay Pending Disposition of Appeal.

## II. ARGUMENT AND LAW

California Defendants' motion fails to identify any legal reasoning as to why a stay should be entered in this cause. As this Court is aware, a stay is not mandatory. A stay in this matter would only serve to frustrate the interests of judicial economy and would unduly prejudice the Doctors.

The decision to stay a case is within the discretion of the Court; however, in deciding whether a stay is warranted, the Court should consider (1) is there a strong showing that the appeal will be successful, (2) if the stay is not granted will there be irreparable injury to the party, (3) if the stay is granted, will there be substantial harm to the other parties, and (4) is there risk of harm to the public interest. *Board of Trustees of Jackson Public School District v. Knox*, 638 So.2d 1278 (Miss 1994).

### A. **Compelling interests support a finding against a stay based on the harm that would be caused to the Doctors and to the public interest.**

Based upon the current status of this litigation in this Court, the entry of a stay would cause the Doctors substantial harm. Currently pending before this Court are a number of motions of which have been filed by both the Doctors and the California Defendants which are pending rulings by this Court. Of importance are the Doctors' Motion to Reopen Deposition and Compel Testimony [Dkt. 97], Plaintiffs' Motion for Sanctions [Dkt. 127] and the Plaintiffs' Motion for Leave to File Supplemental Response in Opposition to Motion for Summary Judgment Based on Newly Discovered Evidence or, in the Alternative, to Supplement Summary Judgment Record [Dkt. 132]. The Doctors also have a pending Motion to Compel [Dkt. 80]. Furthermore, discovery is still ongoing, such as, but not limited, financial documents from the California Defendants' bank which have been subpoenaed, but not yet produced, as well as

Google emails which have not yet been produced which were the subject of a recent Order [Dkt. 179] entered by this Court.

Of the greatest importance is the pending Motion for Sanctions [Dkt. 127], in which the Doctors request the “death penalty” and assert the California Defendants purposely destroyed or concealed multiple emails and email drafts which were miraculously discovered in the hands of a third-party. These newly discovered documents are also the subject of the Doctors’ Motion for Leave to File Supplemental Response in Opposition to Motion for Summary Judgment Based on Newly Discovered Evidence or, in the Alternative, to Supplement Summary Judgment Record [Dkt. 132]. In light of the severity of these emails, which show the California Defendants’ purposely mislead and lied to the Doctors as to the delivery of their bitcoins, the entry of a stay by this Court would cause substantial harm to the Doctors. In fact, the entry of a stay would allow the California Defendants to escape the punishment of having their Answer struck and a Judgment entered against them, while allowing the California Defendants to take their chance with an interlocutory appeal. Likewise, it would be against the public interest of the citizens of Mississippi to allow a Defendant who has purposely destroyed and/or concealed discoverable information to evade punishment by the granting of a stay. Accordingly, this Court should deny the Motion to Stay and proceed with a hearing upon the pending motions of which may be dispositive of this matter.

**B. The California Defendants’ success on appeal is unlikely.**

The California Defendants’ success on the merits of their appeal is not likely. The California Defendants’ plan is to rehash the same arguments previously raised in their Motion for Summary Judgment in which they allege the date the Doctors’ bitcoins were stolen from an online account at a bitcoin exchange on January 9, 2011 began the running of the applicable



statute of limitations. The Doctors filed suit on March 5, 2014. However, as this Court is aware from prior oral argument and from the pleadings submitted, the Doctors' bitcoins were returned to another account located at the same online exchange shortly after the theft. The Doctors were repeatedly lied to by the California Defendants that an investigation was being conducted and that the recovered bitcoins would eventually be delivered to them upon the completion of the investigation. It was not until March of 2012 that the Doctors learned that delivery of their bitcoins would not be forthcoming. As asserted in their Response to Summary Judgment, the Doctors argued the statute of limitations did not begin to run until March 2012, when they learned the bitcoins would not be delivered to them as the proper owners, thus all claims asserted by the Doctors which are subject to a three-year statute of limitation where timely filed.

Furthermore, the Doctors assert a six-year statute of limitation exist as to their breach of contract claim under the Uniform Commercial Code. With the nuance of bitcoin and its rise in popularity, there has been much legal discussion as to whether bitcoin is money or a good (property). With most of the discussion being in favor of bitcoins not being a currency and with the Internal Revenue Service determining bitcoins are property, it is highly likely the Mississippi Supreme Court would determine that a six-year limitation applies, and that the California Defendants' appeal is without merit.

The Doctors further argued that should there be a determination the statute of limitations began to run on January 9, 2011, they were fraudulently induced not to file suit by the lies and misrepresentations of the California Defendants. Accordingly, the Doctors asserted the defenses of equitable estoppel, fraudulent concealment, continuing tort and the discovery rule, all of which would toll the applicable statutes of limitation. The evidence is overwhelming that the California Defendants set out to mislead the Doctors as to the true status of their bitcoin and that

there was never any intent on delivering the recovered bitcoins to the Doctors. And as mentioned above, newly discovered documents further show the California Defendants mislead and lied to the Doctors as to the future delivery of their bitcoins. Given that the California Defendants' appeal is unlikely to succeed, this Court should deny the California Defendant's Motion to Stay.

III. **CONCLUSION**

The California Defendants' Motion for Stay Pending Disposition of Appeal should be denied because discovery is ongoing, pending motions exist, one of which would be dispositive if granted in favor of the Doctors, the harm to the Doctors and public interest should a stay be granted, and because success of an appeal is highly unlikely.

Respectfully submitted, this the 13<sup>th</sup> day of December, 2017.

**DR. DONALD RAGGIO AND  
DR. CHRIS RAGGIO**

s/Charles "Brad" Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

OF COUNSEL:  
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**CERTIFICATE OF SERVICE**

I do hereby certify that I have this day served a true and correct copy of the above and foregoing pleading via the Court's electronic filing system on the following:

Edwin S. Gault, Jr., Esq.  
Mandie B. Robinson, Esq.  
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Ethan Jacobs, Esq.  
Holland Law, LLP  
220 Montgomery Street, Suite 800  
San Francisco, California 94104

Respectfully submitted, this the 13<sup>th</sup> day of December, 2017.

s/ Charles B. Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

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To: [mec.nef@mec.ms.gov](mailto:mec.nef@mec.ms.gov)  
Subject: Activity in Case 25CI1:14-cv-00071-TTG RAGGIO V MTGOX ET AL Order on Motion to Stay  
Date: Wednesday, December 13, 2017 5:55:13 PM

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**Zack Wallace  
Hinds County Circuit Clerk  
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Case Name: RAGGIO V MTGOX ET AL  
Case Number: [25CI1:14-cv-00071-TTG](#)  
Filer:  
Document Number: 187(No document attached)

**Docket Text:**

**ORDER granting [184]Defendants Motion to Stay pending ruling by MS Supreme Court on Defendants' Motion for Interlocutory Appeal, except that any outstanding discovery under the rules of civil procedure (to include deposition, interrogatory responses, request for production, request for admissions, etc due shall be completed in accordance with the rules of civil procedure. All outstanding motions and the December 19, 2017 status conference is hereby STAYED. Additionally, any deadlines imposed or ordered by the Court before today December 13, 2017 shall be complied with by the parties and are NOT stayed. [The Court notes that the STAY is opposed by Plaintiffs].NO FURTHER WRITTEN ORDER SHALL BE FILED BY THE COURT.. (TTG)**

**25CI1:14-cv-00071-TTG Notice has been electronically mailed to:**

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**25CI1:14-cv-00071-TTG Notice will be delivered by other means to:**

Ethan Isaac Jacobs

**25CI1:14-cv-00071-TTG Parties to the Case:**

**FILED**

Serial: **216451**

**DEC 19 2017**

**IN THE SUPREME COURT OF MISSISSIPPI**

OFFICE OF THE CLERK  
SUPREME COURT  
COURT OF APPEALS

**No. 2017-M-01681-SCT**

***JED MCCALED AND CODE COLLECTIVE, LLC***

***Petitioners***

***v.***

***DR. DONALD RAGGIO AND DR. CHRIS  
RAGGIO***

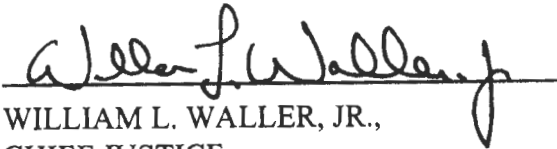
***Respondents***

**ORDER**

This matter is before the undersigned Justice on the Respondents' Rule 27(b) Motion for Leave to Exceed Page Limitation, the Opposition filed by Petitioners, and the Respondents' Reply in Support. Respondents seek leave to file an answer to the Petition for Interlocutory Appeal filed by Petitioners up to thirty pages in length. After due consideration, the undersigned Justice finds that the motion is well taken and should be granted.

IT IS THEREFORE ORDERED that the Respondents' Rule 27(b) Motion for Leave to Exceed Page Limitation is well taken and should be granted.

SO ORDERED, this the 18<sup>th</sup> day of December, 2017.

  
WILLIAM L. WALLER, JR.,  
CHIEF JUSTICE



**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CAUSE NO. 14-CV-00071-TTG**

**MTGOX, et al.**

**DEFENDANTS**

**NOTICE OF SERVICE OF DISCOVERY**

Jed McCaleb and Code Collective, LLC, by and through counsel of record, do hereby  
give notice to the Court that the following discovery was served as follows:

**JED MCCALED'S RESPONSES TO PLAINTIFFS'  
NINTH SET OF REQUESTS FOR ADMISSION**

The undersigned retains the originals of the above papers as custodian thereof.

Respectfully submitted, this the 2<sup>nd</sup> day of January, 2018.

**JED McCALEB and  
CODE COLLECTIVE, LLC**

By: /s/Mandie B. Robinson  
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**CERTIFICATE OF SERVICE**

I do hereby certify that I have this day served a true and correct copy of the above and foregoing pleading via the Court's electronic mail system on the following:

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Respectfully submitted, this the 2<sup>nd</sup> day of January, 2018.

/s/ Mandie B. Robinson  
MANDIE B. ROBINSON

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI

DR. DONALD RAGGIO  
DR. CHRIS RAGGIO

PLAINTIFFS

VS.

CAUSE NO. 14-CV-00071-TTG

MTGOX, et al.

DEFENDANTS

**MOTION FOR RECONSIDERATION**

Jed McCaleb and Code Collective, LLC (collectively “McCaleb”), hereby file this Motion for Reconsideration of the Order Regarding Defendants’ Motion to Quash and for Protective Order related to Google.<sup>1</sup>

1. Reconsideration of discovery orders is a matter of the Court’s discretion.<sup>2</sup> The present circumstances unquestionably warrant reconsideration: McCaleb has discovered the ordered production involves over seventy-six thousand of his personal emails, the vast majority of which have no conceivable relationship to the issues in this litigation.

2. Plaintiffs issued a subpoena to Google seeking all of Jed McCaleb’s personal emails spanning a five-year period, regardless of content or relevance.<sup>3</sup> McCaleb filed a Motion to Quash noting the subpoena sought confidential and irrelevant information, and was overbroad and unduly burdensome.<sup>4</sup>

3. The Court entered an Order on May 3, 2017 requiring Google to produce the documents to the Defendants—rather than Plaintiffs—for review.<sup>5</sup>

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<sup>1</sup> See Document No. 91.

<sup>2</sup> See *Trilogy Commc'ns, Inc. v. Thomas Truck Lease, Inc.*, 733 So. 2d 313, 318 (Miss. Ct. App. 1998) (courts are free to reconsider orders concerning discovery as they are discretionary). See also M.R.C.P. 60(b)(6) and Advisory Committee Note (reconsideration of an order is proper where there are “‘extraordinary and compelling’ circumstances” justifying relief”).

<sup>3</sup> See Document No. 58.

<sup>4</sup> See Motion to Quash and For Protective Order, Document No. 59.

<sup>5</sup> See Document No. 91. The Order states the Defendants “shall review all documents FIRST and then have the documents Bates-stamped” and deliver a privilege log of any documents which Defendants object to producing.

4. Upon receipt of the CD produced by Google, McCaleb's counsel discovered that it contains over seventy-six thousand emails, including numerous attachments.

5. Further, the emails are currently in a format which McCaleb's counsel is unable to access, review, and search. The review of these emails would require McCaleb to hire outside e-discovery computer specialists to convert the emails into a format which could be both read and searched by McCaleb's counsel at considerable cost.<sup>6</sup>

6. The review itself would then require hundreds of lawyer hours—at a cost of tens of thousands of dollars—to read each email and its attachments, determine whether attorney-client privilege or other objections apply, prepare a privilege log, and redact privileged information from any documents not withheld in their entirety. The computer specialist would then be needed again to help divide and catalogue objectionable emails, replace originals with redacted versions, remove duplicates of emails that have already been produced in this litigation, and prepare the final production. These further services of the e-discovery company would incur additional costs.<sup>7</sup>

7. The parties did not know that Jed McCaleb's personal Gmail account contained so many emails when the Court entered the Order requiring that they be reviewed and produced. There is no question that these are extraordinary and compelling circumstances and that setting aside the Order requiring the review and production of all Jed McCaleb's Google emails—regardless of their relevance—is necessary to prevent manifest injustice. *See Trilogy Commc'ns, Inc. v. Thomas Truck Lease, Inc.*, 733 So. 2d 313, 318 (Miss. Ct. App. 1998) (finding trial judge's decision to set aside his own previous order requiring production of documents was

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<sup>6</sup> See Affidavit of Mandie B. Robinson, attached as Exhibit A, with cost estimate from Advanced Discovery of two options for conversion of the files that could total \$2,185 or \$2,788.

<sup>7</sup> See cost estimate contained in Exhibit 1 to the Affidavit of Mandie B. Robinson, noting the requirement to OCR redacted documents to replace originals, prepare the image endorsements for production, and associated labor at the rate of \$195 per hour.

proper). *See also Miranda v. Deloitte LLP*, 962 F. Supp. 2d 379, 383 (D.P.R. 2013) (courts have inherent power to reconsider a discovery order as such “is not governed by rule or statute and takes root in the court's equitable power to ‘process litigation to a just and equitable conclusion.’”) (quoting *In re Villa Marina Yacht Harbor, Inc.*, 984 F.2d 546, 548 (1st Cir. 1993)). “[W]hen reconsideration of an earlier ruling is requested, the district court should place great emphasis upon the ‘interests of justice.’” *Id.* (quoting *United States v. Roberts*, 978 F.2d 17, 21 (1st Cir. 1992)).

8. McCaleb has already produced 80 emails from his personal Gmail account consisting of all emails with Mark Karpeles regardless of subject. He also searched keywords designed to identify potentially responsive documents, including Raggio, Baron, and Theymos. Among the remaining approximately 75,900 emails are Mr. McCaleb’s personal correspondence with friends and family, intimate private details of the lives, health, and relationships of Mr. McCaleb and others, and thousands of irrelevant communications from advertisers, utility providers, magazines and newspapers, online shopping websites, travel providers, and the like. Although Mississippi law permits broad discovery in civil lawsuits, it does not contemplate permitting a plaintiff to rifle through every piece of a defendant’s personal correspondence over a five-year period.

9. Because the overwhelming majority of emails in Jed McCaleb’s Google account are completely unrelated to this case, and because reviewing them would impose extreme expenses on McCaleb, the Court should set aside the Order requiring a blanket production.<sup>8</sup>

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<sup>8</sup> *See J.T. Shannon Lumber Co., Inc. v. Gilco Limber, Inc.*, 2008 WL 3833216 (N.D. Miss. 2008) (finding a request for the full contents of an individual’s email that was not limited to the issues of the lawsuit was oppressive and overly burdensome); *Haley v. Harbin*, 933 So. 2d 261, 263 (Miss. 2005) (discovery requests asking about 117 pages of heart monitoring was “grossly excessive in number, unduly burdensome, and oppressive”) (quoting M.R.C.P. 26(d)) (noting a protective order is proper “to protect a party ... from annoyance, embarrassment, oppression, or undue burden or expense . . .”).

10. In the alternative, the Order should be modified to limit the scope of production by requiring the Plaintiffs to prepare a list of search terms intended to identify emails relevant to the claims in this litigation. *See Lagasse v. State Farm Fire & Cas. Co.*, 2009 WL 10676923, at \*4 (S.D. Miss. Jan. 15, 2009) (defendant would only be required to run searches for documents “specific to the [plaintiffs’] claims,” and would not be required to run more general but related terms such as “hurricane damage” or “slab”).

11. Additionally, Rule 26(b)(5) provides that the Court may order a party requesting discovery of electronic data to “pay the reasonable expenses of any extraordinary steps required to retrieve and produce the information.” MISS. R. CIV. PRO. 26(b)(5). Thus, if the Order is not set aside in its entirety, McCaleb respectfully requests that the Court require the Plaintiffs to reimburse him for all costs incurred in reviewing and producing the Google emails.

Respectfully submitted, this the 18<sup>th</sup> day of January, 2018.

**CODE COLLECTIVE, LLC, and  
JED McCALEB, individually and formerly  
doing business as MTGOX, a sole proprietorship**

By: /s/ Mandie B. Robinson  
EDWIN S. GAULT, JR. (MSB #10187)  
MANDIE B. ROBINSON (MSB #100446)  
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**CERTIFICATE OF SERVICE**

I hereby certify that I served a true and correct copy of the foregoing document via the Court's electronic filing system to the following counsel of record:

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*Attorneys for Plaintiffs*

THIS, the 18<sup>th</sup> day of January, 2018.

/s/ Mandie B. Robinson  
Mandie B. Robinson

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI

DR. DONALD RAGGIO  
DR. CHRIS RAGGIO

PLAINTIFFS

VS.

CAUSE NO. 14-CV-00071-TTG

MTGOX, et al.

DEFENDANTS

AFFIDAVIT OF MANDIE B. ROBINSON

STATE OF MISSISSIPPI

COUNTY OF HINDS

Mandie B. Robinson, being first duly sworn says:

1. I am an attorney of record for Jed McCaleb and Code Collective, LLC, and have personal knowledge of the facts set forth in this Affidavit.
2. This Court entered an order on May 3, 2017, requiring Google to produce all emails in its possession for Jed McCaleb's personal "gmail" account for a five year period, from January 1, 2010 to December 31, 2014, to the Defendants.
3. On December 27, 2017, our office received a FedEx package from Google which included a CD containing two large compressed "zip" files. Although our office did not have the software required to open and view the individual emails, we were able to discern there were approximately 46,000 emails in one file, and 30,000 in the second.
4. I took steps to obtain an estimate from an e-discovery computer specialist for the cost of converting the approximately 5 gigabytes of information into a form that would allow our office to view and search the emails. I personally spoke with representatives of the e-discovery specialist regarding the scope of work necessary to perform the review of each email required

under the Court's May 2017 Order. A copy of the estimate prepared by Advanced Discovery addressing the costs of the work to convert the emails is attached as Exhibit 1 to this Affidavit.

5. According to the estimate, it can cost \$2,788 or \$2,185 to have the files converted into a format our office will be able to review and search.

6. We would then be required to individually review each email and determine if the entire communication, or a certain part, is privileged or otherwise objectionable and should be withheld in its entirety or whether portions should be redacted.

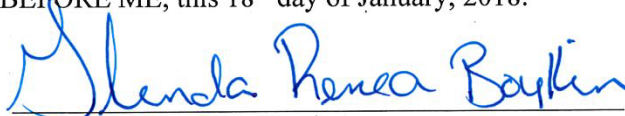
7. Once those determinations are made, the estimate shows the additional costs involved for Advanced Discovery to remove objectionable emails, replace certain emails with redacted versions where required, and otherwise prepare the final production. These costs are included in the "HOSTING/CLIENT SERVICES" portion of the estimate, and cannot be determined until after the review as they depend on the number of emails involved. However, the estimate reflects the price of \$195 per hour for labor for these services, in addition to other fees calculated per page.

FURTHER AFFIANT SAYETH NOT

  
Mandie B. Robinson

SWORN TO AND SUBSCRIBED BEFORE ME, this 18<sup>th</sup> day of January, 2018.

Expires 6/12/2020  
(Seal)

  
NOTARY PUBLIC





## Proposal

**For:** **Forman Watkins & Krutz LLP**

**Date** January 8, 2018

**Project Name** MBOX Processing

**Contract ID** CD\_01042018\_FormanWatkins-  
MS\_MBOXProcessing\_Proposal\_v2

**Submitted by** Corey Douglas

Vice President, Business Development

407.491.0574

[Corey.douglas@advanceddiscovery.com](mailto:Corey.douglas@advanceddiscovery.com)

## Client's Proposal Contact

	Proposal Contact
Name	Noel Alford
Title	CLX Manager
Company	Forman Watkins & Krutz LLP
Address line 1	210 East Capitol Street, Suite 2200
Address line 2	Jackson, MS 39201
Phone	601.974.8955
E-mail	Noel.alford@formanwatkins.com

## Introduction

This Proposal is based upon information obtained from Client Email on January 3, 2018. It provides pricing and a cost estimate for eDiscovery work as part of our Advanced Discovery Complete – Classic Edition, including processing, conversion, export, production, and hosting services.

Details of this project include:

- Processing of 2 MBOX files totaling approximately 5 GBs.
- Provide client with 2 options for processing:
  - Option 1:
    - Full Processing of data to PDF format;
    - Application of search terms to be provided by the client;
    - Export of data in load file format for ingestion into CaseLogistix (CLX) with field indicator/overlay identifying term hits.
  - Option 2:
    - Processing of data into Advanced Discovery's Relativity;
    - Application of search terms to be provided by the client and tagging of search results;
    - Hosting of data for review by client.

These specific details have lead us to recommend our Advanced Discovery Complete workflow for option 2, which provides all the features and functionality of Relativity combined with a predictable bundled rate that includes OCR, production services, and analytics.

In the below section we have provided pricing and cost estimates for the above options.

**Pricing**

Service	Unit	Unit Price
<b>PROCESSING/REVIEW/PRODUCTION SERVICES</b>		
<b>AD Complete Classic – Intelligent Processing Platform<sup>SM</sup></b> De-duplication, de-NISTing, extension exclusion and/or file type filtering, optional date range filtering, and export of full native files for review.	GB	\$200
<b>Optical Character Recognition (OCR)</b> Completed on English and non-English documents (limit 2 languages) documents without extractable text and image productions/redactions.	Document	Included
<b>Analytics Processing</b> Textual near duplication, email threading, conceptual searching, clustering, assisted review and categorization and language identification.	GB	Included
<b>Selective Image Creation</b> Post-processing, selective ESI conversion to TIFF image	GB	Included
<b>Native File Production</b> Post Native File Processing export of native files only for production purposes.	GB	Included
<b>Electronic Image Endorsement</b> Bates numbering branding and/or confidential language stamping on TIFF images.	GB	Included
<b>HOSTING/CLIENT SERVICES</b>		
<b>Project Management</b> Project Management billable time for dedicated client contact throughout project. Includes consultation on workflow, production, and data management.	Hour	\$195
<b>Expert Advisory Consulting</b> Consult with the client to define and achieve early case assessment goals. Develop and manage workflow to achieve defined goals. Implement best practices internally and globally with a repeatable defensible methodology. Develop technology assisted review workflow to best implement: Clustering, Categorization, predictive coding. Develop and implement review, production, and custom workflow protocols. Implement best practices and usage of analytics and technology assisted review across all facets of workflow including analysis, review, QC and production. Develop strategy for using TAR across multiple data sets and matters.	Hour	\$250
<b>Monthly Hosting</b>	GB/Month	\$17
<b>Monthly User Fee</b>	User/Month	\$100
<b>TRADITIONAL PROCESSING SERVICES (Option 1)</b>		
<b>Full Processing with Images</b> De-duplication, full text and metadata extraction and links to the native files and single-page tiff files. <b>Billed on compressed size.</b>	GB	\$350
<b>Electronic Image Endorsement</b> Bates numbering branding and/or confidential language stamping on TIFF images.	Page	\$0.01
<b>Optical Character Recognition (OCR)</b> Completed on documents without extractable text and image productions/redactions.	Document	\$0.05



**Cost Estimate – Option 1**

Service	Unit	Unit Price	Estimated Units	Total
<b>PROCESSING/REVIEW SERVICES</b>				
Full Processing with Images	GB	\$350	5	\$1,750
Optical Character Recognition (OCR)	Document	\$0.05	1250	\$63
				<b>Processing &amp; Production Services Total: \$1,813</b>
<b>HOSTING/CLIENT SERVICES</b>				
Project Management	Hour/Month	\$195	3 – 5	\$585 - \$975
				<b>Hosting and Client Services Total: \$585 - \$975</b>
<b>PRODUCTION SERVICES (Post Forman CLX Review)</b>				
Electronic Image Endorsement	Page	\$0.01	TBD	TBD
Optical Character Recognition (OCR)	Document	\$0.05	TBD	TBD
Project Management	Hour/Month	\$195	TBD	TBD
				<b>Production Services Total: TBD</b>
<b>Option 1 Project Total: \$2,398 - \$2,788 + TBD Items</b>				

**Cost Estimate – Option 2**

Service	Unit	Unit Price	Estimated Units	Total
<b>PROCESSING/REVIEW/PRODUCTION SERVICES</b>				
Intelligent Processing Platform <sup>SM</sup>	GB	\$200	5	\$1,000
Database Creation & Doc Promotion	-	Included	-	\$0
Optical Character Recognition (OCR)	Document	Included	-	\$0
Analytics Processing	GB	Included	-	\$0
Selective Image Creation	GB	Included	-	\$0
Native File Production	GB	Included	-	\$0
Electronic Image Endorsement	GB	Included	-	\$0
				<b>Processing &amp; Production Services Total: \$1,000</b>
<b>HOSTING/CLIENT SERVICES</b>				
Project Management	Hour/Month	\$195	3 - 5	\$585 - \$975
Monthly Hosting	GB/Month	\$15	8	\$120
Monthly User Fee	User/Month	\$90	1	\$90
				<b>Hosting and Client Services Total: \$795 - \$1,185</b>
<b>Option 2 Project Total (Month 1): \$1,795 - \$2,185 + TBD Additional PM Time for Production</b>				

**NOTE:**

- This quote is for estimation purposes and is not a guarantee of cost for services.
- This quote is based on current information from Client about the project requirements.
- Actual costs may change once project elements are finalized or negotiated.
- Hosting estimate is based on the full expanded ECA data size after deduplication, deNIST and date filter, plus any production images and third party data. This estimate does not include size of database files and indices which will be calculated at the time of invoicing.

## **Cost/Billing Guidelines**

1. Data charged on compressed (original) data size is limited to expansion 2 times original size, remaining data over expansion limit is charged per GB at line item price. Ingestion of data into the Intelligent Processing Platform will be billed on the compressed original data size. All other services (including the Intelligent Vault, On-demand Review Database Creation and document promotion, and Near-Line Storage) will be charged on the expanded actual data size.
2. Media Rates: CD/\$25, DVD/\$50, Thumb Drive Encrypted/Padlocked/\$100, Hard Drive Encrypted/Padlocked – 500GB/\$250, Hard Drive Encrypted/Padlocked – 1TB/\$300, Hard Drive Encrypted/Padlocked – 2TB/\$350
3. Advanced Discovery will always create a master and a working copy of all forensically collected devices. Media charges for both copies will apply.
4. Technical time fees may be assessed for work performed that are unforeseen and/or outside the job item descriptions in this Statement of Work. Such work may include, but not limited to, technical time for data conversions for unconventional data types, special handling of irregular file types, custom field population or customized export formats. All technical time charges are billed hourly at \$175 per hour (or equivalent tech time fees listed in the pricing table above) and billed in 15 minute increments. Machine time is not calculated in hourly charge.
5. Custom Technical Services fees may be assessed for work performed that requires custom development. Such work may include, but not limited to, custom script requests, custom application requests, and custom event handlers. All Custom Technical services charges are billed hourly at \$295 per hour and billed in 15 minute increments. Machine time is not calculated in the above hourly charge.
6. For small processing projects under 1GB in size, a minimum processing fee may be assessed. All minimum processing charges are billed hourly at \$175 per hour (or equivalent tech time fees listed in the pricing table above) and billed in 15 minute increments.
7. Project volumes, turnaround time expectations, and/or geographic requirements may require the engagement of additional external resources with Advanced Discovery's oversight. Client approves the use of Advanced Discovery's trusted third-party partners for data specification review and/or forensic collections.
8. 1 Gigabyte = 1,000 Megabytes
9. Travel and lodging billed at cost.
10. Travel time billed at \$175/Hour.

## Relativity Users, Data Storage and Deletion

1. Monthly storage fees are calculated on full native file size loaded to any review workspace, plus any image files, database files, indices or third-party loaded data of the Intelligent Vault and any review workspaces created for the matter.
2. **Relativity user licenses and monthly storage fees are calculated on the last day of the month and account for the maximum number of users and data storage in that month.**
3. At the conclusion of the case work, Advanced Discovery will attempt to contact client at the email, telephone number and address noted in this document to arrange return of any remaining original data, and or forensic copies of data that has not already been returned. Advanced Discovery will contact Client after ninety (90) days of non-billable activity on the matter. Non-billable activity is defined as no hourly billable tasks and/or no processing, hosting, archiving or any other service on a matter that will result in a cost to the Client. All return of data will be at Client's expense for shipping and handling. In the event that Client does not respond to Advanced Discovery's attempts to return the data within thirty (30) days of the first contact attempt, Advanced Discovery shall send a certified letter to Client at the address noted in this document regarding the return of such data. If Advanced Discovery does not receive a response within thirty (30) days of the postmark of the certified letter instructing us otherwise, Client agrees that Advanced Discovery is authorized to destroy all media and data for this matter in accordance with NIST standards. By execution of this contract, Client acknowledges and agrees with this Abandonment policy.
4. Advanced Discovery will store physical media for up to ninety (90) from receipt of media in our secure data center facility. After the ninety (90) day grace period, Advanced Discovery will attempt to return all media to client using the contact information provided in this document. If Client wishes to store media longer than ninety (90) days, a flat fee of \$35.00 per piece of media per month will apply. Return shipping charges for media will also apply.

## Password Protected Files

1. Advanced Discovery will identify and report on all password protected files.
2. Advanced Discovery will attempt to open password protected files at \$25/file/attempt. Files not opened after four hours (computer time) will be marked "uncrackable".
3. Large volumes and/or complex password protected files may be outsourced to an Advanced Discovery partner. Advanced Discovery will receive Client approval prior to outsourcing this service.

## Case Completion and Archive Options

1. Case Deletion: No cost
2. Relativity Archive: Hourly fee at \$175/hour (estimate between 5-15 hours)
3. Near-line Archive: ½ Hosting Charge/GB/Month
  - a. Near-line archives are maintained on the Advanced Discovery system but are not available to users.
4. Export of Data: Hourly fee at \$195/hour (estimate between 15-35 hours)
  - a. Common load file formats supported.

### **Document Production Costs Option – 1**

1. After processing and export of data to Forman for internal production review in CaseLogistix:
  - a. Client will provide Advanced with a list of documents for production as well as any Redacted Images for replacement.
  - b. Redacted Images will require OCR at a per document rate of \$0.05.
  - c. Electronic Image Endorsement will be charged at a per page rate of \$0.01.
  - d. Additional Project Management time will be charged as needed at a rate of \$195/hour, billed in 15 minute increments.

**END OF DOCUMENT**

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CIVIL ACTION NO. 14-71**

**MTGOX a sole proprietorship;  
MTGOX, Inc., a Delaware corporation;  
MT.GOX KK, a Japanese corporation;  
TIBANE KK, a Japanese corporation;  
MUTUM SIGILLUM, LLC a Delaware limited Liability Company;  
CODE COLLECTIVE, LLC a New York limited liability company;  
JED McCALEB, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

**PLAINTIFFS' RESPONSE IN  
OPPOSITION TO MOTION FOR RECONSIDERATION**

COMES NOW the Plaintiffs, Dr. Donald Raggio and Dr. Chris Raggio (the "Doctors"), by and through counsel of record, and files this their Response in Opposition to the Defendants' Motion for Reconsideration, and would show unto the Court the following:

1. The California Defendants have filed their Motion for Reconsideration in order to have this Court sanction their attempts to circumvent the rules of discovery and to not turn over discovery material which has previously been the subject of a prior Order by this Court. Furthermore, the Doctors currently have a Motion for Sanctions pending before this Court which pertains to the California Defendants' failure to turn over crucial emails, which makes the filing of their Motion even more egregious in light of their prior behavior.

2. In short, the California Defendants are asking the Court to relieve them of their duty to review nearly 76,000 emails, regardless of whether the emails are relevant or not,

because they claim the cost would impose “extreme expenses”. In the alternative they request this Court enter an Order requiring the Doctors to prepare a list of search terms which would identify relevant emails and to impose costs upon the Doctors for such discovery.

3. While there appear to be no Mississippi cases at the state level which address the particular issues raised by the California Defendants’ Motion, especially in the realm of e-discovery, this is not a subject matter that has been foreign to our federal courts. Analogous to this matter is the seminal e-discovery case *Zubulake v. UBS Warburg* which has set the standards for many electronic evidence issues. *Zubulake v. UBS Warburg, LLC*, 217 F.R.D. 309 (S.D.N.Y. 2003). *Zubulake*, in its own words, provided “a textbook example of the difficulty of balancing the competing needs of broad discovery and manageable costs.” *Id.* at 311. The plaintiff in *Zubulake* contended evidence existed in the form of various e-mails that existed on backup tapes and other archived media in the possession of the defendant, UBS. *Id.* at 312. UBS, much like the California Defendants in the instant case, objected that searching the backup tapes would be prohibitive due to that it would cost nearly \$175,000 to restore the emails from the backup tapes, exclusive of attorney time to review the emails. *Id.*

4. The *Zubulake* court first addressed whether discovery of the UBS’s data should be permitted and held that under F.R.C.P. 34, of which our Rule 34 is modeled upon, that *Zulubake* “is entitled to discovery of the requested e-mails as long as they are relevant to her claims”. *Id.* at 317. However, UBS had contended that that *Zulubake* was not entitled to any additional discovery because it had already produced all responsive documents in the form of 100 pages of e-mails. *Id.* The California Defendants make the same argument, stating they have produced 80 emails from the Gmail account. However, the *Zulubake* court was dismissive of this argument in that it was clear that UBS could not have searched all of its emails without restoring its backup



tapes. *Id.* The same holds true for the California Defendants, as they readily admit that the form of the documents turned over by Google require conversion. *Therefore, the California Defendants cannot represent they have produced all responsive emails.*

5. UBS also argued to the court that there should be a cost shifting of production costs to Zulubake to protect it from undue burden or expense, the same argument of which is raised by the California Defendants invocation of Rule 26(b)(5). *Id.* The *Zulubake* court stated the first question considered should be “whether cost-shifting must be considered in every case involving the discovery of electronic data” and answered with a “no”. *Id.* The court’s reasoning was based on the United States Supreme Court instructions in *Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 358 (1978) that “the responding party must bear the costs of complying with discovery requests.” *Id.* “[C]ost shifting should be considered only when electronic discovery imposes “an undue burden or expense on the responding party.” *Id.* at 318.

6. The *Zubulake* court stated that “whether production of documents is unduly burdensome or expensive turns primarily on whether it is kept in an accessible or inaccessible format.” *Id.* Accessibility turns largely on the media on which it is stored. *Id.* Similar to the discs produced by Google, the *Zulubake* court found “offline storage/archives” are an accessible medium. *Id.* at 319. The court went further stating, “e-mails are on optical disks that need to be located and read with the correct hardware” and that for “emails stored on optical disks – it would be wholly inappropriate to even consider cost-shifting.” *Id.* at 320.

7. Applying the facts as alleged in the California Defendants’ Motion to the *Zulubake* decision mandates that this Court should deny the California Defendants’ motion in that discovery is warranted and cost-shifting should not be considered in that the responding party should bear the burden of expense and that the requested data is readily accessible.

**WHEREFORE, PREMISES CONSIDERED,** the Doctors would show that they are entitled to a denial of the California Defendants' motion as responded to herein, to all relief requested in the premises, and for such other further legal or equitable relief that this Court deems proper.

Respectfully submitted, this the 29<sup>th</sup> day of January 2018.

**DR. DONALD RAGGIO AND  
DR. CHRIS RAGGIO**

s/Charles "Brad" Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

OF COUNSEL:  
MITCHELL H. TYNER, SR., MSB# 8169  
CHARLES "BRAD" MARTIN, MSB# 100767  
**TYNER, GOZA, STACEY & MARTIN, LLC**  
114 West Center Street  
Canton, MS 39046  
Phone: 601-401-1111  
Fax: 601-957-6554

**CERTIFICATE OF SERVICE**

I do hereby certify that I have this day served a true and correct copy of the above and foregoing pleading via the Court's electronic filing system on the following:

Edwin S. Gault, Jr., Esq.  
Mandie B. Robinson, Esq.  
Forman Watkins & Krutz LLP  
210 East Capitol Street, Suite 2200  
Jackson, MS 39201-2375

Ethan Jacobs, Esq.  
Holland Law, LLP  
220 Montgomery Street, Suite 800  
San Francisco, California 94104

Respectfully submitted, this the 29<sup>th</sup> day of January, 2018.

s/ Charles B. Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL DISTRICT OF  
HINDS COUNTY, MISSISSIPPI

DR. DONALD RAGGIO

PLAINTIFF

VS

CIVIL ACTION NO. 251-14-71

MTGOX, et al.

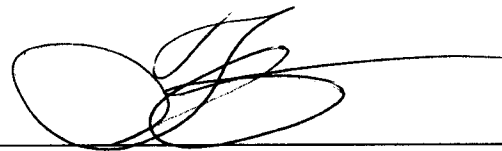
DEFENDANT(S)

**ORDER OF REASSIGNMENT**

The undersigned senior circuit judge hereby reassigns the herein case to Judge Joseph Schlafani. Therefore, the Court hereby orders the Circuit Clerk of Hinds County to utilize the computerize assignment system to reassign the herein case to the docket of Judge Schlafani. *This case is on appeal, with stay imposed. JS*

The herein case shall retain its original case number. Additionally, the general docket shall note the circuit judge reassignment, and the case file shall indicate the change in the initials of the newly reassigned judge.

SO ORDERED AND ADJUDGED this the 23<sup>rd</sup> day of April 2018.



SENIOR CIRCUIT JUDGE

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CAUSE NO. 14-CV-00071-TTG**

**MTGOX, et al.**

**DEFENDANTS**

**NOTICE OF APPEARANCE**

Please take notice that T. Peyton Smith, with the law firm of Forman Watkins & Krutz LLP, P.O. Box 22608, Jackson, Mississippi 39225-2608, files this Notice of Appearance as additional counsel of record for Defendants Jed McCaleb and Code Collective, LLC, in the above-styled matter. The undersigned requests that all pleadings, papers and other matters be directed accordingly.

Respectfully submitted, this the 24<sup>th</sup> day of April, 2018.

**JED McCALEB and  
CODE COLLECTIVE, LLC,**

By: /s/ T. Peyton Smith

EDWIN S. GAULT, JR., MSB #10187  
MANDIE B. ROBINSON, MSB #100446  
T. PEYTON SMITH, MSB #103867

OF COUNSEL:

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[ejacobs@hollandlawllp.com](mailto:ejacobs@hollandlawllp.com)

**CERTIFICATE OF SERVICE**

I do hereby certify that I have this day served a true and correct copy of the above and foregoing pleading via the Court's electronic filing system on the following:

Mitchell H. Tyner, Sr.  
Charles Brad Martin  
TYNER, GOZA, STACEY & MARTIN, LLC  
114 West Center Street  
Canton, MS 39046  
[mtyner@tynerlawfirm.com](mailto:mtyner@tynerlawfirm.com)  
[bmartin@tynerlawfirm.com](mailto:bmartin@tynerlawfirm.com)

This, the 24<sup>th</sup> day of April, 2018.

/s/ T. Peyton Smith  
T. PEYTON SMITH



**FILED**

Serial: 218422

**IN THE SUPREME COURT OF MISSISSIPPI**

**APR 26 2018**

**No. 2017-M-01681-SCT**

OFFICE OF THE CLERK  
SUPREME COURT  
COURT OF APPEALS

***JED MCCALED AND CODE COLLECTIVE, LLC***

***Petitioners***

***v.***

***DR. DONALD RAGGIO AND DR. CHRIS RAGGIO***

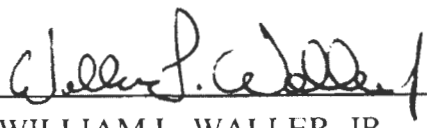
***Respondents***

**ORDER**

This matter is before the panel of Waller, C.J., Coleman and Maxwell, JJ., on the Petition for Permission to Appeal Interlocutory Order filed by Petitioners and the Answer filed by Respondents. Petitioners seek leave to appeal from the Order of the Hinds County Circuit Court, First Judicial District, cause no. 14-CV-00071-TTG, dated November 16, 2017, which denied Petitioners' Motion for Summary Judgment based on the Statute of Limitations. After due consideration, the panel finds that the Petition for Permission to Appeal Interlocutory Order is not well taken and should be denied.

IT IS THEREFORE ORDERED that the Petition for Permission to Appeal Interlocutory Order filed by Petitioners is denied.

SO ORDERED, this the 28<sup>th</sup> day of April, 2018.

  
\_\_\_\_\_  
WILLIAM L. WALLER, JR.,  
CHIEF JUSTICE

**IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI  
FIRST JUDICIAL DISTRICT**

**RAGGIO, et al.**

**PLAINTIFFS**

**vs.**

**CIVIL ACTION NO. 14-0071**

**MTGOX, et al.**

**DEFENDANTS**

**ORDER**

On June 5, 2018, the Court conducted a hearing on the parties' pending discovery motions and Plaintiffs' Motion for Sanctions. The Court, having considered the papers, the arguments of counsel and being otherwise fully advised in the premises, finds as follows:

Plaintiffs' Motion to Compel Discovery Responses [Docket No. 80] is DENIED.

Plaintiffs' Motion to Quash and for Protective Order [Docket No. 85] is GRANTED IN PART AND DENIED IN PART. With respect to the subpoenas issued to UMMC, the subpoenas shall be limited to emails sent or received on any employment email account of Plaintiffs Dr. Donald Raggio and Dr. Christopher "Chris" Raggio. The responsive documents shall be produced to Plaintiffs' Counsel. Defendants' Counsel shall provide a list of search terms to Plaintiffs' Counsel that Plaintiffs' Counsel shall run with respect to the documents produced in response to the subpoenas to identify the responsive documents that are relevant to the issues in this case. Plaintiffs' Counsel shall review the responsive documents for privilege, log such privileged documents and produce to Defendants' Counsel all responsive documents (identified through the term search) that are not withheld based on a claim of privilege, as well as a log identifying all documents withheld from production based on a claim of privilege. Plaintiffs' Motion to Quash with respect to the additional documents sought from UMMC is GRANTED. Plaintiffs' Motion to Quash the subpoena issued to BancorpSouth is GRANTED.

Plaintiffs' Motion to Reopen Deposition and Compel Testimony [Docket No. 97] is DENIED.

Plaintiffs' Motion for Protective Order [Docket No. 138] is GRANTED IN PART AND DENIED IN PART. The Motion is granted with respect to Defendants' request for Plaintiffs' tax returns and financial information with the exception of the request for information/documents regarding Plaintiffs' purchase, sale and holdings of bitcoin (or any other digital currency/cryptocurrency) for the period of July 1, 2010 through January 31, 2013. The Court finds that Defendants' request for information/documents regarding Plaintiffs' purchase, sale and holdings of bitcoin (or any other digital currency/cryptocurrency) during the period of July 1, 2010 through January 31, 2013 is relevant to the issue of damages in this case.

Defendants' Motion for Leave to File Sur-Reply [Docket No. 160] in opposition to Plaintiffs' Motion for Sanctions [Docket No. 127] is GRANTED.

Plaintiffs' Motion for Sanctions [Docket No. 127] is DENIED.

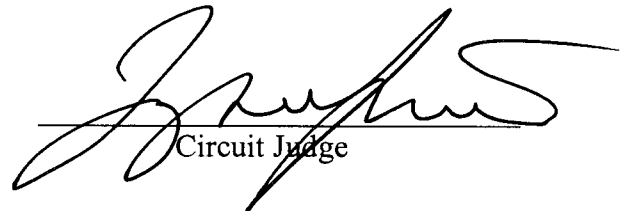
Defendants' Motion for Protective Order [Docket No. 129] is GRANTED.

Defendants' Motion to Compel Discovery Responses [Docket No. 134] is GRANTED IN PART AND DENIED IN PART. Defendants are not entitled to discovery regarding the financial condition of the Plaintiffs, with the exception of information/documents regarding Plaintiffs' purchase, sale and holdings of bitcoin (or any other digital currency/cryptocurrency) for the period of July 1, 2010 through January 31, 2013.

Defendants' Motion for Reconsideration [Docket No. 190] is GRANTED IN PART AND DENIED IN PART. Plaintiffs' Counsel shall provide a list of search terms to Defendants' Counsel that Defendants' Counsel shall run with respect to the over seventy-six thousand emails produced to Defendants by Google. Depending on the number of responsive emails identified,

Defendants' Counsel may review the responsive emails for privilege, log such privileged emails and produce to Plaintiffs' Counsel all responsive emails (identified through the term search) that are not withheld based on a claim of privilege, as well as a log identifying all emails withheld from production based on a claim of privilege. Alternatively, if Defendants' Counsel believes that such a review of the responsive emails identified through the term search would impose an undue burden on Defendants, Defendants' Counsel shall report to the Court the number of emails identified and seek whatever additional relief Defendants deem just and proper under the Mississippi Rules of Civil Procedure.

SO ORDERED, this the 5<sup>th</sup> day of June, 2018.

  
Circuit Judge

IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI  
FIRST JUDICIAL DISTRICT

RAGGIO, et al.

PLAINTIFFS

vs.

CIVIL ACTION NO. 14-0071

MTGOX, et al.

DEFENDANTS

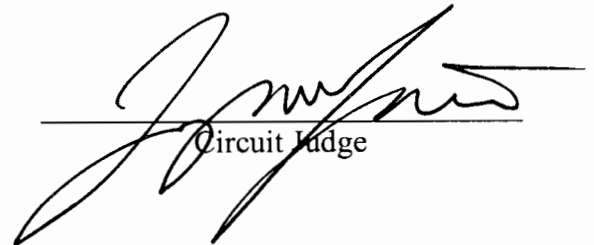
**SCHEDULING ORDER AND TRIAL SETTING**

On June 5, 2018, the Court conducted a hearing on the parties' pending discovery motions. During this hearing, the Court discussed with the parties the entry of a scheduling order. The Court, being advised by the parties regarding their respective positions regarding scheduling, enters the following scheduling order and trial setting:

1. Motions for joinder of parties or amendments to the pleadings shall be filed on or before **August 3, 2018**.
2. Plaintiff(s) shall designate its experts, if any, on or before **October 5, 2018**.
3. Defendant(s) shall designate its experts, if any, on or before **November 16, 2018**.
4. All discovery shall be completed on or before **February 1, 2019**.
5. The parties shall complete private mediation, or with the consent of all parties a settlement conference with the Court, on or before **March 1, 2019**.
6. All motions, with the exception of *in limine* motions, shall be filed on or before **February 15, 2019**. All response briefs shall be filed fourteen (14) days thereafter, and all reply briefs shall be filed seven (7) days after the response brief.
7. All *in limine* motions shall be filed forty-five (45) days prior to the trial setting.

8. This matter is set for a pre-trial conference the week of **June 3, 2019**. The parties shall submit (via email) to the Court a proposed pre-trial order and proposed jury instructions at least five (5) days prior to the final pre-trial conference.
9. This matter is set for trial during the three-week civil term beginning on **June 10, 2019**.

SO ORDERED this the 5<sup>th</sup> day of June, 2018.

  
Circuit Judge



IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI

DR. DONALD RAGGIO  
DR. CHRIS RAGGIO

PLAINTIFFS

VS.

CAUSE NO. 14-CV-00071

MTGOX, et al.

DEFENDANTS

SUBPOENA DUCES TECUM

STATE OF MISSISSIPPI  
COUNTY OF HINDS

TO ANY LAWFUL OFFICER OR ANY OTHER PERSON AUTHORIZED TO SERVE  
SUBPOENA:

We command you to summon

Dr. Christopher "Chris" Raggio  
University of Mississippi Medical Center  
2500 N. State St.,  
Jackson, MS 39216

pursuant to Rule 45 (d)(2) of the Mississippi Rules Civil Procedure to mail (or otherwise produce) to/at the offices of TYNER, GOZA, STACEY & MARTIN, LLC, 114 West Center Street, Canton, MS 39046, by June 29, 2018, the following items, to wit:

ITEMS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO

Herein you should not fail under the penalty in such case made and provided and have then and there this writ.

WITNESS MY HAND AND SEAL OF SAID COURT, this the 12 day of June, 2018.



Circuit Court of Hinds County, Mississippi  
Zack Wallace, Circuit Clerk

By: [Signature] D.C.

Prepared By:

EDWIN S. GAULT, JR., MSB #10187  
MANDIE B. ROBINSON, MSB #100446  
FORMAN WATKINS & KRUTZ LLP  
200 South Lamar Street, Ste. 100  
Jackson, MS 39201-4099  
Post Office Box 22608  
Jackson, MS 39225-2608  
Telephone: (601) 960-8600  
Facsimile: (601) 960-8613  
[win.gault@formanwatkins.com](mailto:win.gault@formanwatkins.com)  
[mandie.robinson@formanwatkins.com](mailto:mandie.robinson@formanwatkins.com)

**EXHIBIT "A"**

Any and all emails in their electronic format, including drafts, which were either sent from, or received by, any employment email address assigned by the University of Mississippi Medical Center to Dr. Christopher "Chris" Raggio, during the time frame from July 1, 2010 through December 31, 2014.

Please return the applicable documents to:

TYNER, GOZA, STACEY & MARTIN, LLC  
c/o Brad Martin  
114 West Center Street  
Canton, MS 39046

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI

DR. DONALD RAGGIO  
DR. CHRIS RAGGIO

PLAINTIFFS

VS.

CAUSE NO. 14-CV-00071

MTGOX, et al.

DEFENDANTS

SUBPOENA DUCES TECUM

STATE OF MISSISSIPPI  
COUNTY OF HINDS

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University of Mississippi Medical Center  
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Jackson, MS 39216

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WITNESS MY HAND AND SEAL OF SAID COURT, this the 12 day of June, 2018.

Circuit Court of Hinds County, Mississippi  
Zack Wallace, Circuit Clerk

By: \_\_\_\_\_

*J.P.C.*



Prepared By:

EDWIN S. GAULT, JR., MSB #10187  
MANDIE B. ROBINSON, MSB #100446  
FORMAN WATKINS & KRUTZ LLP  
200 South Lamar Street, Ste. 100  
Jackson, MS 39201-4099  
Post Office Box 22608  
Jackson, MS 39225-2608  
Telephone: (601) 960-8600  
Facsimile: (601) 960-8613  
[win.gault@formanwatkins.com](mailto:win.gault@formanwatkins.com)  
[mandie.robinson@formanwatkins.com](mailto:mandie.robinson@formanwatkins.com)

**EXHIBIT "A"**

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c/o Brad Martin  
114 West Center Street  
Canton, MS 39046



**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CAUSE NO. 14-CV-00071**

**MTGOX, et al.**

**DEFENDANTS**

**SUBPOENA DUCES TECUM**

**STATE OF MISSISSIPPI  
COUNTY OF HINDS**

**TO ANY LAWFUL OFFICER OR ANY OTHER PERSON AUTHORIZED TO SERVE  
SUBPOENA:**

We command you to summon

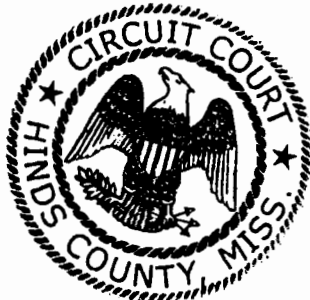
University of Mississippi Medical Center  
c/o Theresia Rogers  
Department of Human Resources  
2500 N. State St.,  
Jackson, MS 39216

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**ITEMS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO**

Herein you should not fail under the penalty in such case made and provided and have then and there this writ.

**WITNESS MY H.AND AND SEAL OF SAID COURT,** this the 14 day of June, 2018.



Circuit Court of Hinds County, Mississippi  
Zack Wallace, Circuit Clerk

By: M. Green

Prepared By:

EDWIN S. GAULT, JR., MSB #10187  
MANDIE B. ROBINSON, MSB #100446  
FORMAN WATKINS & KRUTZ LLP  
200 South Lamar Street, Ste. 100  
Jackson, MS 39201-4099  
Post Office Box 22608  
Jackson, MS 39225-2608  
Telephone: (601) 960-8600  
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[win.gault@formanwatkins.com](mailto:win.gault@formanwatkins.com)  
[mandie.robinson@formanwatkins.com](mailto:mandie.robinson@formanwatkins.com)

**EXHIBIT "A"**

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Please return the applicable documents to:

TYNER, GOZA, STACEY & MARTIN, LLC  
c/o Brad Martin  
114 West Center Street  
Canton, MS 39046

**PROOF OF SERVICE**

I, \_\_\_\_\_, do hereby certify that I have this date  
personally served a true and correct copy of the above and foregoing Subpoena Duces Tecum to  
\_\_\_\_\_ by personally delivering a copy of  
same to \_\_\_\_\_ within the geographical limits of \_\_\_\_\_  
County, \_\_\_\_\_. I declare under penalty of perjury this information is true.

THIS the \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
PROCESS SERVER SIGNATURE

\_\_\_\_\_  
Printed Name and Address

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me the undersigned authority in and for the aforesaid  
jurisdiction, \_\_\_\_\_, who after having been by me first duly sworn, did  
state upon oath that the matters set forth in the foregoing *Proof of Service* are true and correct.

This the \_\_\_\_ day of June, 2018.

\_\_\_\_\_  
Process Server

SWORN TO AND SUBSCRIBED, before me this \_\_\_\_ day of June, 2018.

\_\_\_\_\_  
Notary Public

Seal:

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CAUSE NO. 14-CV-00071**

**MTGOX, et al.**

**DEFENDANTS**

**SUBPOENA DUCES TECUM**

STATE OF MISSISSIPPI  
COUNTY OF HINDS

TO ANY LAWFUL OFFICER OR ANY OTHER PERSON AUTHORIZED TO SERVE  
SUBPOENA:

We command you to summon

University of Mississippi Medical Center  
c/o Theresia Rogers  
Department of Human Resources  
2500 N. State St.,  
Jackson, MS 39216

pursuant to Rule 45 (d)(2) of the Mississippi Rules Civil Procedure to mail (or otherwise produce) to/at the offices of TYNER, GOZA, STACEY & MARTIN, LLC, 114 West Center Street, Canton, MS 39046, by June 29, 2018, the following items, to wit:

**ITEMS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO**

Herein you should not fail under the penalty in such case made and provided and have then and there this writ.

**WITNESS MY HAND AND SEAL OF SAID COURT**, this the 14 day of June, 2018.



Circuit Court of Hinds County, Mississippi  
Zack Wallace, Circuit Clerk

By: \_\_\_\_\_

Prepared By:

EDWIN S. GAULT, JR., MSB #10187  
MANDIE B. ROBINSON, MSB #100446  
FORMAN WATKINS & KRUTZ LLP  
200 South Lamar Street, Ste. 100  
Jackson, MS 39201-4099  
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[win.gault@formanwatkins.com](mailto:win.gault@formanwatkins.com)  
[mandie.robinson@formanwatkins.com](mailto:mandie.robinson@formanwatkins.com)



**EXHIBIT “A”**

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Please return the applicable documents to:

TYNER, GOZA, STACEY & MARTIN, LLC  
c/o Brad Martin  
114 West Center Street  
Canton, MS 39046

**PROOF OF SERVICE**

I, \_\_\_\_\_, do hereby certify that I have this date personally served a true and correct copy of the above and foregoing Subpoena Duces Tecum to \_\_\_\_\_ by personally delivering a copy of same to \_\_\_\_\_ within the geographical limits of \_\_\_\_\_ County, \_\_\_\_\_. I declare under penalty of perjury this information is true.

THIS the \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
PROCESS SERVER SIGNATURE

\_\_\_\_\_  
Printed Name and Address

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me the undersigned authority in and for the aforesaid jurisdiction, \_\_\_\_\_, who after having been by me first duly sworn, did state upon oath that the matters set forth in the foregoing *Proof of Service* are true and correct.

This the \_\_\_\_ day of June, 2018.

\_\_\_\_\_  
Process Server

SWORN TO AND SUBSCRIBED, before me this \_\_\_\_ day of June, 2018.

\_\_\_\_\_  
Notary Public

Seal:

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CAUSE NO. 14-CV-00071**

**MTGOX, et al.**

**DEFENDANTS**

**SUBPOENA DUCES TECUM**

**STATE OF MISSISSIPPI  
COUNTY OF HINDS**

**TO ANY LAWFUL OFFICER OR ANY OTHER PERSON AUTHORIZED TO SERVE  
SUBPOENA:**

We command you to summon

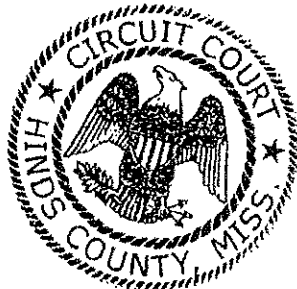
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Department of Human Resources  
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**ITEMS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO**

Herein you should not fail under the penalty in such case made and provided and have then and there this writ.

**WITNESS MY HAND AND SEAL OF SAID COURT, this the 14 day of June, 2018.**



Circuit Court of Hinds County, Mississippi  
Zack Wallace, Circuit Clerk

**ATTEST A TRUE COPY**

**JUN 14 2018**

**ZACK WALLACE/CIRCUIT CLERK**

BY [Signature] D.C.

Prepared By:

EDWIN S. GAULT, JR., MSB #10187  
MANDIE B. ROBINSON, MSB #100446  
FORMAN WATKINS & KRUTZ LLP  
200 South Lamar Street, Ste. 100  
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**EXHIBIT "A"**

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Please return the applicable documents to:

TYNER, GOZA, STACEY & MARTIN, LLC  
c/o Brad Martin  
114 West Center Street  
Canton, MS 39046

**PROOF OF SERVICE**

I, Jerald Reed, do hereby certify that I have this date personally served a true and correct copy of the above and foregoing Subpoena Duces Tecum to Ummc Human Resources Department by personally delivering a copy of same to Theresa Rogers within the geographical limits of Hinds County, \_\_\_\_\_. I declare under penalty of perjury this information is true.

THIS the 15 day of June, 2018.

Jerald Reed  
PROCESS SERVER SIGNATURE

Jerald Reed  
210 E. Capitol St Jackson, MS  
Printed Name and Address

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me the undersigned authority in and for the aforesaid jurisdiction, Jerald Reed, who after having been by me first duly sworn, did state upon oath that the matters set forth in the foregoing *Proof of Service* are true and correct.

This the 15 day of June, 2018.

Jerald Reed  
Process Server

SWORN TO AND SUBSCRIBED, before me this 15<sup>th</sup> day of June, 2018.

Amy U. Robertson  
Notary Public

Seal:





**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CAUSE NO. 14-CV-00071**

**MTGOX, et al.**

**DEFENDANTS**

**SUBPOENA DUCES TECUM**

STATE OF MISSISSIPPI  
COUNTY OF HINDS

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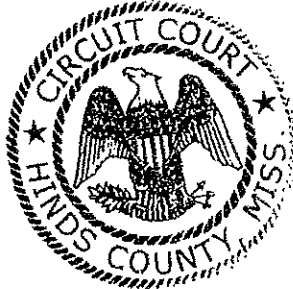
University of Mississippi Medical Center  
c/o Theresia Rogers  
Department of Human Resources  
2500 N. State St.,  
Jackson, MS 39216

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**ITEMS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO**

Herein you should not fail under the penalty in such case made and provided and have then and there this writ.

WITNESS MY HAND AND SEAL OF SAID COURT, this the 14 day of June, 2018.



Circuit Court of Hinds County, Mississippi  
Zack Wallace, Circuit Clerk

By: 

Prepared By:

EDWIN S. GAULT, JR., MSB #10187  
MANDIE B. ROBINSON, MSB #100446  
FORMAN WATKINS & KRUTZ LLP  
200 South Lamar Street, Ste. 100  
Jackson, MS 39201-4099  
Post Office Box 22608  
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Telephone: (601) 960-8600  
Facsimile: (601) 960-8613  
[win.gault@formanwatkins.com](mailto:win.gault@formanwatkins.com)  
[mandie.robinson@formanwatkins.com](mailto:mandie.robinson@formanwatkins.com)

**EXHIBIT "A"**

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Please return the applicable documents to:

TYNER, GOZA, STACEY & MARTIN, LLC  
c/o Brad Martin  
114 West Center Street  
Canton, MS 39046

**PROOF OF SERVICE**

I, Jerald Reed, do hereby certify that I have this date personally served a true and correct copy of the above and foregoing Subpoena Duces Tecum to Ummc. Human Resources Department by personally delivering a copy of same to Theresa Rogers within the geographical limits of Hinds County, \_\_\_\_\_. I declare under penalty of perjury this information is true.

THIS the 15 day of June, 2018.

Jerald Reed  
PROCESS SERVER SIGNATURE

Jerald Reed  
210 E. Capitol St Jackson, MS  
Printed Name and Address

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me the undersigned authority in and for the aforesaid jurisdiction, Jerald Reed, who after having been by me first duly sworn, did state upon oath that the matters set forth in the foregoing *Proof of Service* are true and correct.

This the 15 day of June, 2018.

Jerald Reed  
Process Server

SWORN TO AND SUBSCRIBED, before me this 15<sup>th</sup> day of June, 2018.

Amy U. Robertson  
Notary Public

Seal:



**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CAUSE NO. 14-CV-00071**

**MTGOX, et al.**

**DEFENDANTS**

**NOTICE OF SERVICE OF DISCOVERY**

Jed McCaleb and Code Collective, LLC, by and through counsel of record, do hereby  
give notice to the Court that the following discovery was served as follows:

**JED MCCALED AND CODE COLLECTIVE, LLC'S FOURTH  
SUPPLEMENT TO RESPONSES TO PLAINTIFFS DR. DONALD  
RAGGIO AND DR. CHRIS RAGGIO'S FIRST SET OF REQUEST FOR  
PRODUCTION OF DOCUMENTS**

The undersigned retains the originals of the above papers as custodian thereof.

Respectfully submitted, this the 21<sup>st</sup> day of June, 2018.

**JED McCALEB and  
CODE COLLECTIVE, LLC**

By: /s/Mandie B. Robinson  
EDWIN S. GAULT, JR. (MSB #10187)  
MANDIE B. ROBINSON (MSB #100446)  
T. PEYTON SMITH (MSB #103867)

OF COUNSEL:

FORMAN WATKINS & KRUTZ LLP  
210 East Capitol Street, Suite 2200  
Jackson, Mississippi 39201-2375  
Post Office Box 22608  
Jackson, MS 39225-2608  
Telephone: (601) 960-8600  
Facsimile: (601) 960-8613  
[win.gault@formanwatkins.com](mailto:win.gault@formanwatkins.com)  
[mandie.robinson@formanwatkins.com](mailto:mandie.robinson@formanwatkins.com)  
[peyton.smith@formanwatkins.com](mailto:peyton.smith@formanwatkins.com)

ETHAN JACOBS  
HOLLAND LAW, LLP  
220 Montgomery Street, Suite 800  
San Francisco, California 94104  
Telephone: (415) 200-4984  
[ejacobs@hollandlawllp.com](mailto:ejacobs@hollandlawllp.com)

**CERTIFICATE OF SERVICE**

I do hereby certify that I have this day served a true and correct copy of the above and foregoing pleading via the Court's electronic mail system on the following:

Mitchell H. Tyner, Sr.  
Charles Brad Martin  
TYNER, GOZA, STACEY & MARTIN, LLC  
114 West Center Street  
Canton, MS 39046  
[mtyner@tynerlawfirm.com](mailto:mtyner@tynerlawfirm.com)  
[bmartin@tynerlawfirm.com](mailto:bmartin@tynerlawfirm.com)

Respectfully submitted, this the 21<sup>st</sup> day of June, 2018.

/s/ Mandie B. Robinson  
MANDIE B. ROBINSON



**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFF**

**VS.**

**CAUSE NO.: 14-cv-00071-TTG**

**MTGOX, *et al.***

**DEFENDANTS**

**MOTION TO QUASH SUBPOENAS AND FOR PROTECTIVE ORDER**

COMES NOW University of Mississippi Medical Center (UMMC), and moves to quash and for protection from two subpoenas of which movant was served on June 15, 2018 and for a Protective Order preventing and/or limiting the information requested to that which is relevant to this claim.

UMMC brings this motion before the Court for the following reasons:

1. On June 15, 2018, UMMC was served with two subpoenas. One subpoena seeks any and all emails in their electronic format, including drafts, which were either sent from, or received by, any employment email address assigned by UMMC to Dr. Christopher “Chris” Raggio, during the time frame from July 1, 2010 through December 31, 2014. The other subpoena, seeks the same identical information for Dr. Donald Raggio. Copies of these subpoenas are attached as Exhibits A and B. Dr. Donald Raggio is a current UMMC employee, Dr. Chris Raggio is not.

2. These subpoenas in their scope, seek production of information that is confidential, protected, overbroad and unduly burdensome. These subpoenas would cause UMMC to turn over all emails to and from two health care providers spanning over a four and a half year period, unfiltered by topic, sender, recipient or anything else. As such, these subpoenas

would expose confidential and privileged information to persons with whom UMMC has no relationship.

3. UMMC is responsible for maintaining sensitive health care data in a manner that ensures appropriate privacy and compliance with federal and state laws. Moreover, patients' private and sensitive information may very well reside in the emails of these physicians, putting UMMC at extraordinary risk of violating both federal and state privacy laws.

For these reasons, UMMC moves that these subpoenas be quashed under Rule 45(d) and Rule 26(d), and a protective order be entered preventing discovery of such information.

Respectfully submitted on this the 22<sup>nd</sup> day of June, 2018.

UNIVERSITY OF MISSISSIPPI  
MEDICAL CENTER

By: /s/ Mark D. Ray  
MARK D. RAY (MSB# 4652)

Mark D. Ray (MSB #4652)  
Associate General Counsel  
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER  
2500 North State Street  
Jackson, Mississippi 39216  
Telephone: (601)984-1969  
Facsimile: (601)815-5474  
E-mail: [mdray@umc.edu](mailto:mdray@umc.edu)

*Attorney for University of Mississippi Medical Center*

**CERTIFICATE OF SERVICE**

I, Mark D. Ray, do hereby certify that I have this day served a true and correct copy of the above and foregoing pleading via the Court's electronic filing system.

This, the 22<sup>nd</sup> day of June, 2018.

/s/ Mark D. Ray  
MARK D. RAY

Received  
6/15/18 Legal

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI

DR. DONALD RAGGIO  
DR. CHRIS RAGGIO

PLAINTIFFS

VS.

CAUSE NO. 14-CV-00071

MTGOX, et al.

DEFENDANTS

SUBPOENA DUCES TECUM

STATE OF MISSISSIPPI  
COUNTY OF HINDS

TO ANY LAWFUL OFFICER OR ANY OTHER PERSON AUTHORIZED TO SERVE  
SUBPOENA:

We command you to summon

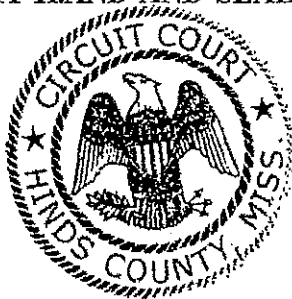
University of Mississippi Medical Center  
c/o Theresia Rogers  
Department of Human Resources  
2500 N. State St.,  
Jackson, MS 39216

pursuant to Rule 45 (d)(2) of the Mississippi Rules Civil Procedure to mail (or otherwise  
produce) to/at the offices of TYNER, GOZA, STACEY & MARTIN, LLC, 114 West Center  
Street, Canton, MS 39046, by June 29, 2018, the following items, to wit:

ITEMS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO

Herein you should not fail under the penalty in such case made and provided and  
have then and there this writ.

WITNESS MY HAND AND SEAL OF SAID COURT, this the 14 day of June,  
2018.



Circuit Court of Hinds County, Mississippi  
Zack Wallace, Circuit Clerk

By: 

EXHIBIT A

Prepared By:

EDWIN S. GAULT, JR., MSB #10187  
MANDIE B. ROBINSON, MSB #100446  
FORMAN WATKINS & KRUTZ LLP  
200 South Lamar Street, Ste. 100  
Jackson, MS 39201-4099  
Post Office Box 22608  
Jackson, MS 39225-2608  
Telephone: (601) 960-8600  
Facsimile: (601) 960-8613  
[win.gault@formanwatkins.com](mailto:win.gault@formanwatkins.com)  
[mandie.robinson@formanwatkins.com](mailto:mandie.robinson@formanwatkins.com)

**EXHIBIT "A"**

Any and all emails in their electronic format, including drafts, which were either sent from, or received by, any employment email address assigned by the University of Mississippi Medical Center to Dr. Christopher "Chris" Raggio, during the time frame from July 1, 2010 through December 31, 2014.

Please return the applicable documents to:

TYNER, GOZA, STACEY & MARTIN, LLC  
c/o Brad Martin  
114 West Center Street  
Canton, MS 39046



IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI

DR. DONALD RAGGIO  
DR. CHRIS RAGGIO

PLAINTIFFS

VS.

CAUSE NO. 14-CV-00071

MTGOX, et al.

DEFENDANTS

SUBPOENA DUCES TECUM

STATE OF MISSISSIPPI  
COUNTY OF HINDS

TO ANY LAWFUL OFFICER OR ANY OTHER PERSON AUTHORIZED TO SERVE  
SUBPOENA:

We command you to summon

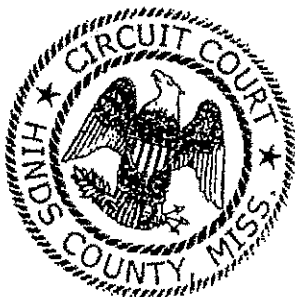
University of Mississippi Medical Center  
c/o Theresia Rogers  
Department of Human Resources  
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Jackson, MS 39216

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ITEMS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO

Herein you should not fail under the penalty in such case made and provided and have then and there this writ.

WITNESS MY HAND AND SEAL OF SAID COURT, this the 14 day of June, 2018.



Circuit Court of Hinds County, Mississippi  
Zack Wallace, Circuit Clerk

ATTEST A TRUE COPY [Signature]

JUN 14 2018

ZACK WALLACE/CIRCUIT CLERK

BY [Signature] D.C.

EXHIBIT B

Prepared By:

EDWIN S. GAULT, JR., MSB #10187  
MANDIE B. ROBINSON, MSB #100446  
FORMAN WATKINS & KRUTZ LLP  
200 South Lamar Street, Ste. 100  
Jackson, MS 39201-4099  
Post Office Box 22608  
Jackson, MS 39225-2608  
Telephone: (601) 960-8600  
Facsimile: (601) 960-8613  
[win.gault@formanwatkins.com](mailto:win.gault@formanwatkins.com)  
[mandie.robinson@formanwatkins.com](mailto:mandie.robinson@formanwatkins.com)

**EXHIBIT "A"**

Any and all emails in their electronic format, including drafts, which were either sent from, or received by, any employment email address assigned by the University of Mississippi Medical Center to Dr. Donald Raggio, during the time frame from July 1, 2010 through December 31, 2014.

Please return the applicable documents to:

TYNER, GOZA, STACEY & MARTIN, LLC  
c/o Brad Martin  
114 West Center Street  
Canton, MS 39046

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CIVIL ACTION NO. 14-71**

**MTGOX a sole proprietorship;  
MTGOX, Inc., a Delaware corporation;  
MT.GOX KK, a Japanese corporation;  
TIBANE KK, a Japanese corporation;  
MUTUM SIGILLUM, LLC a Delaware limited Liability Company;  
CODE COLLECTIVE, LLC a New York limited liability company;  
JED McCALEB, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

---

**NOTICE OF SERVICE OF DISCOVERY RESPONSES**

---

Please take notice that Doctors Chris and Donald Raggio have this day served in the above entitled action the following:

- 1) Plaintiffs Chris Raggio's Fifth Supplemental Responses to Code Collective, LLC and Jed McCaleb's Third Set of Request for Production**

The undersigned retain the originals as custodian thereof.

This the 25<sup>th</sup> day of June, 2018.

**CHRIS RAGGIO**  
s/Charles "Brad" Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

**OF COUNSEL:**  
MITCHELL H. TYNER, SR., MSB# 8169  
CHARLES "BRAD" MARTIN, MSB# 100767

**TYNER, GOZA, STACEY & MARTIN, LLC**

3352 North Liberty StreetCanton, MS 39046

Phone: 601-401-1111

Fax: 601-957-6554

**CERTIFICATE OF SERVICE**

I do hereby certify that I have this day served a true and correct copy of the above and foregoing pleading via the Court's electronic filing system on the following:

Edwin S. Gault, Jr., Esq.  
Mandie B. Robinson, Esq.  
T. Peyton Smith, Esq.  
Forman Watkins & Krutz LLP  
210 East Capitol Street, Suite 2200  
Jackson, MS 39201-2375

Ethan Jacobs, Esq.  
Holland Law, LLP  
220 Montgomery Street, Suite 800  
San Francisco, California 94104

Respectfully submitted, this the 25<sup>th</sup> day of June, 2018.

s/ Charles B. Martin  
CHARLES "BRAD" MARTIN, MSB# 100767



**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CIVIL ACTION NO. 14-71**

**MTGOX a sole proprietorship;  
MTGOX, Inc., a Delaware corporation;  
MT.GOX KK, a Japanese corporation;  
TIBANE KK, a Japanese corporation;  
MUTUM SIGILLUM, LLC a Delaware limited Liability Company;  
CODE COLLECTIVE, LLC a New York limited liability company;  
JED McCALEB, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

---

**NOTICE OF SERVICE OF DISCOVERY RESPONSES**

---

Please take notice that Dr. Chris Raggio has this day served in the above entitled action the following:

- 1) Plaintiff Chris Raggio's First Supplemental Responses to Code Collective, LLC and Jed McCaleb's First Set of Interrogatories**

The undersigned retain the originals as custodian thereof.

This the 25<sup>th</sup> day of June, 2018.

**DR. CHRIS RAGGIO**

s/Charles "Brad" Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

OF COUNSEL:  
MITCHELL H. TYNER, SR., MSB# 8169

CHARLES "BRAD" MARTIN, MSB# 100767  
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Ethan Jacobs, Esq.  
Holland Law, LLP  
220 Montgomery Street, Suite 800  
San Francisco, California 94104

Respectfully submitted, this the 25<sup>th</sup> day of June, 2018.

s/ Charles B. Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CIVIL ACTION NO. 14-71**

**MTGOX a sole proprietorship;  
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MT.GOX KK, a Japanese corporation;  
TIBANE KK, a Japanese corporation;  
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CODE COLLECTIVE, LLC a New York limited liability company;  
JED McCALEB, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

---

**NOTICE OF SERVICE OF DISCOVERY RESPONSES**

---

Please take notice that Dr. Chris Raggio has this day served in the above entitled action the following:

- 1) Plaintiff Chris Raggio's First Supplemental Responses to Code Collective, LLC and Jed McCaleb's Third Set of Interrogatories**

The undersigned retain the originals as custodian thereof.

This the 25<sup>th</sup> day of June, 2018.

**DR. CHRIS RAGGIO**

s/Charles "Brad" Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

OF COUNSEL:  
MITCHELL H. TYNER, SR., MSB# 8169

CHARLES "BRAD" MARTIN, MSB# 100767  
**TYNER, GOZA, STACEY & MARTIN, LLC**  
3352 North Liberty Street  
Canton, MS 39046  
Phone: 601-401-1111  
Fax: 601-957-6554

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Mandie B. Robinson, Esq.  
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Jackson, Mississippi 39201-4099

Ethan Jacobs, Esq.  
Holland Law, LLP  
220 Montgomery Street, Suite 800  
San Francisco, California 94104

Respectfully submitted, this the 25<sup>th</sup> day of June, 2018.

s/ Charles B. Martin  
CHARLES "BRAD" MARTIN, MSB# 100767



**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**V.**

**CIVIL ACTION NO. 14-71**

**MTGOX a sole proprietorship;  
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TIBANE KK, a Japanese corporation;  
MUTUM SIGILLUM, LLC a Delaware Limited Liability Company;  
CODE COLLECTIVE, LLC a New York Limited Liability Company;  
JED McCALEB, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

**NOTICE OF APPEARANCE**

COMES NOW, Armin J. Moeller, Jr., and hereby enters his appearance as additional counsel of record for Plaintiffs, Donald Raggio and Chris Raggio. The undersigned respectfully requests service of all filings, correspondence and/or all other communications regarding this action at the following address:

**Armin J. Moeller, Jr.**  
Balch & Bingham LLP  
188 East Capitol Street  
Suite 1400  
Jackson, MS 39201  
Telephone: (601) 961-9900  
Facsimile: (601) 961-4466  
amoeller@balch.com

Respectfully submitted, this the 2nd day of July, 2018.

**DR. DONALD RAGGIO**  
**DR. CHRIS RAGGIO**

By: s/ Armin J. Moeller, Jr.  
ARMIN J. MOELLER, JR. (MSB# 3399)  
Balch & Bingham LLP  
188 East Capitol Street, Suite 1400  
Jackson, MS 39201-2608  
Telephone: (601) 961-9900  
Facsimile: (888) 954-5405  
amoeller@balch.com

**CERTIFICATE OF SERVICE**

I, the undersigned counsel, do hereby certify that I have this day electronically filed the foregoing with the Clerk of the Court using the ECF system.

THIS, the 2nd day of July, 2018.

/s/ Armin J. Moeller, Jr.  
ARMIN J. MOELLER, JR.

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**V.**

**CIVIL ACTION NO. 14-71**

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JED McCALEB, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

**NOTICE OF APPEARANCE**

COMES NOW, Andy Lowry, and hereby enters his appearance as additional counsel of record for Plaintiffs, Donald Raggio and Chris Raggio. The undersigned respectfully requests service of all filings, correspondence and/or all other communications regarding this action at the following address:

**Andy Lowry**  
Balch & Bingham LLP  
188 East Capitol Street  
Suite 1400  
Jackson, MS 39201  
Telephone: (601) 961-9900  
Facsimile: (601) 961-4466  
alowry@balch.com

Respectfully submitted, this the 2nd day of July, 2018.

**DR. DONALD RAGGIO**  
**DR. CHRIS RAGGIO**

By: s/ Andy Lowry  
ANDY LOWRY (MSB# 100782)  
ARMIN J. MOELLER, JR. (MSB# 3399)  
Balch & Bingham LLP  
188 East Capitol Street, Suite 1400  
Jackson, MS 39201-2608  
Telephone: (601) 961-9900  
Facsimile: (888) 954-5405  
amoeller@balch.com  
alowry@balch.com

**CERTIFICATE OF SERVICE**

I, the undersigned counsel, do hereby certify that I have this day electronically filed the foregoing with the Clerk of the Court using the ECF system.

THIS, the 2nd day of July, 2018.

/s/ Andy Lowry  
ANDY LOWRY

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CAUSE NO. 14-CV-00071**

**MTGOX, et al.**

**DEFENDANTS**

**RESPONSE TO MOTION TO QUASH SUBPOENAS AND FOR PROTECTIVE ORDER**

Code Collective, LLC and Jed McCaleb (together, “McCaleb”), hereby respond to the motion to quash subpoenas and for a protective order filed by the University of Mississippi Medical Center (“UMMC”) as follows:

1. McCaleb seeks only emails from UMMC that contain information that is relevant to the very limited and specific matters at issue in this suit. As such, McCaleb has - in conjunction with Plaintiffs’ counsel and counsel for UMMC - taken steps to restrict the requests so as not to involve information considered confidential, proprietary, or private by UMMC.

2. McCaleb provided a list of search terms to UMMC to run prior to producing any emails to Plaintiffs’ counsel.

3. UMMC has run the search terms, and will provide those emails to which they have no objection to Plaintiffs’ counsel as instructed in the June 5, 2018 Order, thereby relieving UMMC’s objections to the subpoenas.

4. As such, counsel for UMMC agrees the Motion to Quash and for Protective Order (Document # 204) is now moot.

Respectfully submitted, this the 2<sup>nd</sup> day of July, 2018.

**CODE COLLECTIVE, LLC, and  
JED McCALEB**

By: /s/ Mandie B. Robinson  
EDWIN S. GAULT, JR. (MSB #10187)  
MANDIE B. ROBINSON (MSB #100446)  
T. PEYTON SMITH (MSB #103867)

OF COUNSEL:

FORMAN WATKINS & KRUTZ LLP  
200 South Lamar Street, Ste. 100  
Jackson, MS 39201-4099  
Post Office Box 22608  
Jackson, MS 39225-2608  
Telephone: (601) 960-8600  
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[mandie.robinson@formanwatkins.com](mailto:mandie.robinson@formanwatkins.com)  
[peyton.smith@formanwatkins.com](mailto:peyton.smith@formanwatkins.com)

ETHAN JACOBS  
HOLLAND LAW, LLP  
220 Montgomery Street, Suite 800  
San Francisco, California 94104  
Telephone: (415) 200-4984  
[ejacobs@hollandlawllp.com](mailto:ejacobs@hollandlawllp.com)

**CERTIFICATE OF SERVICE**

I do hereby certify that I have this day served a true and correct copy of the above and foregoing document via email and the Court's electronic filing system on the following:

Mark D. Ray  
Associate General Counsel  
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER  
2500 North State Street  
Jackson, Mississippi 39216  
Telephone: (601)984-1969  
Facsimile: (601)815-5474  
E-mail: [mdray@umc.edu](mailto:mdray@umc.edu)

*Attorney for University of Mississippi Medical Center*

Mitchell H. Tyner, Sr.  
Charles Brad Martin  
TYNER, GOZA, STACEY & MARTIN, LLC  
114 West Center Street  
Canton, MS 39046  
[mtyner@tynerlawfirm.com](mailto:mtyner@tynerlawfirm.com)  
[bmartin@tynerlawfirm.com](mailto:bmartin@tynerlawfirm.com)

*Attorneys for the Plaintiffs*

This the 2<sup>nd</sup> day of July, 2018.

/s/ Mandie B. Robinson  
MANDIE B. ROBINSON



**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CIVIL ACTION NO. 14-71**

**MTGOX a sole proprietorship;  
MTGOX, Inc., a Delaware corporation;  
MT.GOX KK, a Japanese corporation;  
TIBANE KK, a Japanese corporation;  
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JED McCALEB, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

---

**NOTICE OF SERVICE OF DISCOVERY RESPONSES**

---

Please take notice that Doctors Chris and Donald Raggio have this day served in the above entitled action the following:

- 1) Plaintiff Donald Raggio and Chris Raggio's Sixth Supplemental Responses to Code Collective, LLC and Jed McCaleb's Third Set of Request for Production**

The undersigned retain the originals as custodian thereof.

This the 9<sup>th</sup> day of July, 2018.

**DONALD AND CHRIS RAGGIO**  
s/Charles "Brad" Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

OF COUNSEL:  
MITCHELL H. TYNER, SR., MSB# 8169

CHARLES “BRAD” MARTIN, MSB# 100767

**TYNER LAW FIRM, P.A.**

3352 North Liberty Street

Canton, MS 39046

Phone: 601-401-1111

Fax: 601-957-6554

**CERTIFICATE OF SERVICE**

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Ethan Jacobs, Esq.  
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San Francisco, California 94104

Armin J. Moeller, Jr., Esq.  
Andy Lowry, Esq.  
Balch & Bingham LLP  
188 East Capitol Street, Suite 1400  
Jackson, MS 39201

Respectfully submitted, this the 9<sup>th</sup> day of July, 2018.

s/ Charles B. Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

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JED McCALEB, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

---

**NOTICE OF ATTORNEY LIEN**

---

Mitchell H. Tyner, Sr. and Charles B. Martin, on behalf of Tyner Law Firm, P.A., hereby give notice that Tyner Law Firm, P.A. asserts an attorney's lien pursuant to statute and/or common law, and as recognized by the Mississippi Supreme Court's ruling in *Tyson v. Moore*, 613 So.2d 817 (Miss. 1992) and other legal authority.

This lien arose in connection with the Tyner Law Firm, P.A.'s representation of the Plaintiffs, Chris Raggio and Donald Raggio, in the above captioned lawsuit for the past four and one-half years. Plaintiffs, Chris Raggio and Donald Raggio, have prior knowledge of this lien having executed an Attorney/Client Employment Contract. *See* Exhibit "A".

This Lien cannot be legally nullified or avoided by settlement between the parties. If any person or entity with knowledge of this Lien distributes money or property arising out of/or

subject to this action to the Plaintiffs or to a third party on their behalf and thereby causes Tyner Law Firm, P.A. not to be paid, the person(s) or entity distributing their money or property does so at their/its own risk and may become personally liable for the entire debt and/or lien amount. This Notice of Lien does not waive Tyner Law Firm P.A.'s rights to compensation under *quantum merit*. Any settlement draft negotiated in this matter should include the Tyner Law Firm P.A. as a co-payee.

Tyner Law Firm, P.A.'s claim is for the contract fee as detailed in the Attorney/Client Employment Contract and/or for the reasonable compensation of any recovery pursuant to all statutory or common law bases, whether specifically addressed herein or not.

RESPECTFULLY SUBMITTED, this the 31<sup>st</sup> day of July, 2018.

s/Charles "Brad" Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

s/Mitchell H Tyner, Sr.  
MITCHELL TYNER, SR., MSB#8169

MITCHELL H. TYNER, SR., MSB# 8169  
CHARLES "BRAD" MARTIN, MSB# 100767  
**TYNER LAW FIRM, P.A.**  
3352 North Liberty Street  
Canton, MS 39046  
Phone: 601-401-1111  
Fax: 601-957-6554

**CERTIFICATE OF SERVICE**

I do hereby certify that I have this day served a true and correct copy of the above and foregoing pleading via the Court's electronic filing system on the following:

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Holland Law, LLP  
220 Montgomery Street, Suite 800  
San Francisco, California 94104

Armin J. Moeller, Jr., Esq.  
Andy Lowry, Esq.  
Balch & Bingham LLP  
188 East Capitol Street, Suite 1400  
Jackson, MS 39201

Respectfully submitted, this the 31<sup>st</sup> day of July, 2018.

s/ Charles B. Martin  
CHARLES "BRAD" MARTIN, MSB# 100767



**ATTORNEY / CLIENT EMPLOYMENT CONTRACT  
& AUTHORITY TO REPRESENT**

This day the undersigned Client does hereby agree according to the mutual covenants herein contained that the undersigned Client hereby employs TYNER LAW FIRM, P.A., hereinafter referred to as "Attorneys" as the sole and irrevocable firm to represent the undersigned hereinafter called "Client" for any and all claims the Client may have against \_\_\_\_\_ for any damages sustained by the Client(s) with regard to \_\_\_\_\_. TYNER LAW FIRM, P.A. is not representing Client against any other party which is not named, and shall not do so, including but not limited to any type of Workers' Compensation or Longshore benefits. Client is advised to seek alternate counsel for any other claim not specifically described herein. By acceptance hereof, the Attorneys agree to prepare and present said claim(s) or suit on behalf of Client. Client agrees and acknowledges that attorneys may, at their own expense, associate with other attorneys and/or firms should they in their sole discretion decide to do so.

**ATTORNEYS' FEES**

The claimant agrees and shall pay to Attorneys for their services according to the following formula: Thirty Five percent (35%) of all amounts recovered prior to filing suit without any deduction for expenses; Forty-five percent (45%) of all gross amounts recovered after suit is filed, without any deduction for expenses incurred, whether disposition of the lawsuit is by compromise or settlement and fifty percent (50%) of all amounts recovered if the case proceeds to trial or is settled within the 2 week period next preceding a scheduled trial with expenses being paid prior to the attorney fee calculation. It is agreed Attorneys' employment is taken upon a contingency basis. Amounts recovered include any recovery of any kind, including but not limited to inventory, BTC, commodities, fiat, etc. And, if there is no recovery, Client will not owe Attorneys any amount whatsoever as Attorneys' fees. Attorneys are given a lien on the claim or cause of action, on any sum recovered by way of settlement, and on any judgment that may be recovered thereon, for the sum and share mentioned as their fee and expenses paid by attorneys. These fees apply only through the trial level, and fees for appeals shall be negotiated at the time they become necessary.

**EXPENSES**

At Attorneys' sole option, Attorneys may advance costs and expenses incurred in litigation including court costs, filing costs, investigator's fees, long distance telephone costs, postage, travel expenses, professional research agencies, expert witness fees and similar costs. These costs shall not be used in calculation of Attorneys' compensation. The costs and expenses incurred in said litigation shall be reimbursed from the Client's share of any proceeds recovered unless otherwise agreed upon in writing. Copies and Prints shall be made at the rate of .35 per page for black & white and \$2 per page for color whether hard copy or electronic. Faxes will be charged at \$2 per page, whether incoming or outgoing. A file & computer set up fee of \$165 shall be charged as an expense to the client. In addition to any actual expenses incurred, the client(s) shall pay a file maintenance fee of \$17 per month, beginning on the date this contract is signed and ending when the claim has been fully resolved and the file closed. Attorney(s) may at their sole option, borrow funds from a lending institution or bank to assist in the funding of the expenses advanced. Should this occur, it is agreed that the interest paid on these funds shall also be considered an expense of the case. On-line legal research shall be billed at the rate of \$65 per hour in minimum of .25 hour increments.

**CANCELLATION OF CONTRACT**

The Attorneys, in their absolute discretion, may withdraw at any time from the case if their investigation discloses questionable liability, questionable causation or questionable ability to recover money damages. Client further agrees that Attorneys are given the right to withdraw from this case after giving reasonable notice. Client may cancel this contract with Attorneys at any time for any reason. However, such cancellation must be in writing. Client hereby agrees that should they choose to discharge attorneys, they will inform subsequent counsel of TYNER LAW FIRM, P.A.'s representation, and specifically require that their subsequent attorneys share fees on a pro rata basis or quantum merit basis when funds are recovered, whichever is to the greater benefit to TYNER LAW FIRM, P.A. (Pro-rata is calculated by determining the number of days since this contract is signed and the date of the discharge of attorneys, in relationship to the number of days the subsequent attorney(s) handled the case prior to a settlement amount being agreed or a verdict amount has been determined. i.e. If attorneys worked on the case for 10 days and subsequent attorneys worked on case for 5 days before quantum is determined, attorneys would receive 2/3's of the fee and subsequent attorneys would receive 1/3d of the gross fee.) Under no circumstances shall TYNER LAW FIRM, P.A. be paid less than 15% of the GROSS client recovery even if client discharges TYNER LAW FIRM, P.A. prior to conclusion of the case. Gross recovery will be calculated on all benefit to the client, including but not limited to cash, credit, stock, etc. Client agrees to inform subsequent counsel of this lien and give them a copy of this contract. Client waives any attorney-client privilege with regard to subsequent attorneys and agrees to keep Tyner Law Firm, P.A. fully informed on the progress of the case on a quarterly basis until such time as it is fully resolved. Client agrees and hereby directs any subsequently hired attorneys to give a written detailed report to Tyner Law Firm, P.A. concerning the progress of the case on a quarterly basis. Client agrees to reimburse all out of pocket expenses to attorneys on the date they elect to discharge them. Said reimbursement shall be paid on the date of discharge. Client agrees to pay all outstanding expenses including file copy charges PRIOR to the release of any portion of their file. Client understands and agrees that once they have discharged Attorneys, attorneys are under NO FURTHER OBLIGATION to client and that ANY work performed for client after attorneys have been discharged must be paid in ADVANCE. Client understands and agrees that they may be prejudiced or at a major disadvantage if they discharge attorneys during litigation if they cannot have access or copies of their files prepared immediately, but agree that should they choose to discharge attorneys that attorneys will have NO OBLIGATION to duplicate or give access to files, investigation, data, etc. unless and until ALL EXPENSES ARE PAID IN FULL IN ADVANCE AND ALL HOURLY FEES CHARGED FOR THIS SERVICE ARE PAID IN ADVANCE OF ANY DUPLICATION OR ACCESS TO THE FILE. It is agreed that all retained and designated experts are vendors of attorneys and client is not entitled to expert reports, identification of experts or the right to use said experts without the express written permission of Mitchell H. Tyner, Sr. who may withhold said approval for any reason including payment of costs,

INITIALS

CLIENT

**TYNER LAW FIRM, P.A.**

*Integrity in Law*



expenses & fees. Expert reports are the exclusive property of attorneys who may, in their sole discretion, demand reimbursement for said expert fees and report preparation. If demand is made by attorneys for, and client pays for expert costs, client will be entitled to all generated reports within 7 days of payment. Client understands that attorney shall close and archive his file within 7 days of discharge and will destroy the file and its contents 1 year after the date of the file being closed. If request is made to obtain copies of records on closed files, client will pay \$165 to initiate this service, and 25¢ per page for black and white copies and \$2 per page for color copies.

#### LIEN

Client hereby grants a lien against any and all proceeds which may be recovered on their claim(s) for all amounts due under this contract, whether they are represented by TYNER LAW FIRM, P.A. at the time of recovery or not and grants permission to notify all sources of revenue available to client of their lien. Client agrees that should any dispute arise or client is no longer represented by Tyner Law Firm, P.A. at the time of recovery that no amounts shall be disbursed to anyone, including subsequent counsel and client unless and until a written approval of disbursement is obtained from Mitchell H. Tyner, Sr. who will withhold said approval until such time as Tyner Law Firm, P.A. has approved of the manner in which it will be compensated under this contract even if this prejudices clients' or any other person or entity's right to receive any portion of the total recovery.

#### WAIVER OF PRIVILEGE

Client further agrees and authorizes Attorneys to turn over all information, including doctor's reports, hospital records, etc. and any and all pictures to the insurance company or the Defendant(s) and any and all other information that may aid in a resolution of this claim without prior approval of Client.

#### COMPROMISE AND SETTLEMENT

Attorneys shall not compromise client's claim(s) without prior approval of client. Attorney agrees to make recommendations to client concerning settlement offers, but the ultimate choice of acceptance or rejection of any offer shall be the client's decision. Client authorizes attorney to endorse any and all settlement checks or drafts on their behalf and to disburse attorney fees and expenses therefrom.

#### ARBITRATION AGREEMENT

The parties, their associates, employees and assigns specifically agree to submit any dispute under this contract and/or for any matter relating to the representation of client to the American Arbitration Association or other agreed upon alternate dispute resolution method and to follow their rules with regard to dispute resolution with each party to bear ½ of the costs related to said arbitration. In no event shall either party resort to the Court system to resolve any dispute between them. The prevailing party shall be awarded all costs, fees and expenses for any dispute between the parties.

#### GENERAL PROVISIONS

Client further agrees to keep Attorneys advised of his/her whereabouts at all times, and to cooperate in the preparation and trial of this case, to appear on reasonable notice for depositions and Court appearances, and to comply with all reasonable requests made of him in connection with the preparation and the presentation of this case. Client expressly acknowledges that he/she has provided Attorneys with a complete, accurate and truthful account of all material facts concerning this cause of action and that failure to do so is a material breach of this contract and Attorneys, at their sole option, may terminate said contract. Client agrees that Tyner Law Firm is authorized to add them to social media contacts; newsletters and email newsletters. Client further acknowledges that Attorneys make no representations as to what amount, if any, Client may be entitled to recover in this case and there is no guarantee of recovery of any amount, whatsoever. Client expressly acknowledges reading of this document and of having received a copy of same and it is the full sum and substance of the agreement and no other representations have been made by Attorneys and no changes to said contract can be made except upon written approval of Attorneys.

Chris Raggio  
Client  
Address 1417 Fontaine Drive  
Jackson MS 39211  
City State Zip  
Social Security Number  
Phone Number Home  
Phone Number Work  
Pager  
Cell Phone  
E-Mail Address  
Date

Client  
Address Donald Raggio  
4210 Quail Run Rd  
City State Zip Jackson MS 39211  
Social Security Number  
Phone Number Home  
Phone Number Work  
Pager  
Cell Phone  
E-Mail Address  
Date 2/28/17

*Donald Raggio*  
CLIENT

INITIALS

*CR*

TYNER LAW FIRM, P.A.

*Integrity in Law*

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**V.**

**CIVIL ACTION NO. 14-71**

**MTGOX a sole proprietorship;  
MTGOX, Inc., a Delaware corporation;  
MT.GOX KK, a Japanese corporation;  
TIBANE KK, a Japanese corporation;  
MUTUM SIGILLUM, LLC a Delaware Limited Liability Company;  
CODE COLLECTIVE, LLC a New York Limited Liability Company;  
JED McCALEB, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

**NOTICE OF APPEARANCE**

COMES NOW, Christine Crockett White, and hereby enters her appearance as additional counsel of record for Plaintiffs, Donald Raggio and Chris Raggio. The undersigned respectfully requests service of all filings, correspondence and/or all other communications regarding this action at the following address:

**Christine Crockett White**  
Balch & Bingham LLP  
188 East Capitol Street  
Suite 1400  
Jackson, MS 39201  
Telephone: (601) 961-9900  
Facsimile: (601) 961-4466  
[cwhite@balch.com](mailto:cwhite@balch.com)

Respectfully submitted, this the 1st day of August, 2018.

**DR. DONALD RAGGIO**  
**DR. CHRIS RAGGIO**

By: s/ Christine Crockett White  
CHRISTINE CROCKETT WHITE (MSB# 10107)  
ARMIN J. MOELLER, JR. (MSB# 3399)  
Balch & Bingham LLP  
188 East Capitol Street, Suite 1400  
Jackson, MS 39201-2608  
Telephone: (601) 961-9900  
Facsimile: (888) 954-5405  
amoeller@balch.com  
cwhite@balch.com

**CERTIFICATE OF SERVICE**

I, the undersigned counsel, do hereby certify that I have this day electronically filed the foregoing with the Clerk of the Court using the ECF system.

THIS, the 1st day of August, 2018.

/s/ Christine Crockett White  
CHRISTINE CROCKETT WHITE

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**V.**

**CIVIL ACTION NO. 14-71**

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CODE COLLECTIVE, LLC a New York Limited Liability Company;  
JED McCALEB, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

**NOTICE OF APPEARANCE**

COMES NOW, M. Patrick Everman, and hereby enters his appearance as additional counsel of record for Plaintiffs, Donald Raggio and Chris Raggio. The undersigned respectfully requests service of all filings, correspondence and/or all other communications regarding this action at the following address:

**M. Patrick Everman**  
Balch & Bingham LLP  
188 East Capitol Street  
Suite 1400  
Jackson, MS 39201  
Telephone: (601) 961-9900  
Facsimile: (601) 961-4466  
[peverman@balch.com](mailto:peverman@balch.com)

Respectfully submitted, this the 1st day of August, 2018.

**DR. DONALD RAGGIO**  
**DR. CHRIS RAGGIO**

By: s/ M. Patrick Everman  
M. PATRICK EVERMAN (MSB# 104870)  
ARMIN J. MOELLER, JR. (MSB# 3399)  
Balch & Bingham LLP  
188 East Capitol Street, Suite 1400  
Jackson, MS 39201-2608  
Telephone: (601) 961-9900  
Facsimile: (888) 954-5405  
amoeller@balch.com  
peverman@balch.com

**CERTIFICATE OF SERVICE**

I, the undersigned counsel, do hereby certify that I have this day electronically filed the foregoing with the Clerk of the Court using the ECF system.

THIS, the 1st day of August, 2018.

/s/ M. Patrick Everman  
M. PATRICK EVERMAN

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**V.**

**CIVIL ACTION NO. 14-71**

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CODE COLLECTIVE, LLC a New York Limited Liability Company;  
JED McCALEB, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

**NOTICE OF APPEARANCE**

COMES NOW, Jonathan P. Dyal, and hereby enters his appearance as additional counsel of record for Plaintiffs, Donald Raggio and Chris Raggio. The undersigned respectfully requests service of all filings, correspondence and/or all other communications regarding this action at the following address:

**Jonathan P. Dyal**  
Balch & Bingham LLP  
1310 Twenty Fifth Avenue  
Gulfport, MS 39501  
Telephone: (228) 214-0406  
Facsimile: (228) 864-8221  
[jdyal@balch.com](mailto:jdyal@balch.com)

Respectfully submitted, this the 1st day of August, 2018.

**DR. DONALD RAGGIO**  
**DR. CHRIS RAGGIO**

By: s/ Jonathan P. Dyal

JONATHAN P. DYAL (MSB# 99146)  
Balch & Bingham LLP  
1310 Twenty Fifth Avenue  
Gulfport, MS 39501  
Telephone: (228) 214-0406  
Facsimile: (228) 864-8221  
jdyal@balch.com

ARMIN J. MOELLER, JR. (MSB# 3399)  
Balch & Bingham LLP  
188 East Capitol Street, Suite 1400  
Jackson, MS 39201-2608  
Telephone: (601) 961-9900  
Facsimile: (888) 954-5405  
amoeller@balch.com

**CERTIFICATE OF SERVICE**

I, the undersigned counsel, do hereby certify that I have this day electronically filed the foregoing with the Clerk of the Court using the ECF system.

THIS, the 1st day of August, 2018.

/s/ Jonathan P. Dyal  
JONATHAN P. DYAL



**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**V.**

**CIVIL ACTION NO. 14-71**

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CODE COLLECTIVE, LLC a New York Limited Liability Company;  
JED McCALEB, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

**NOTICE OF APPEARANCE**

COMES NOW, Walter H. Boone, and hereby enters his appearance as additional counsel of record for Plaintiffs, Donald Raggio and Chris Raggio. The undersigned respectfully requests service of all filings, correspondence and/or all other communications regarding this action at the following address:

**Walter H. Boone**  
Balch & Bingham LLP  
188 East Capitol Street  
Suite 1400  
Jackson, MS 39201  
Telephone: (601) 961-9900  
Facsimile: (601) 961-4466  
[wboone@balch.com](mailto:wboone@balch.com)

Respectfully submitted, this the 1st day of August, 2018.

**DR. DONALD RAGGIO**  
**DR. CHRIS RAGGIO**

By: s/ Walter H. Boone

WALTER H. BOONE (MSB# 8651)  
ARMIN J. MOELLER, JR. (MSB# 3399)  
Balch & Bingham LLP  
188 East Capitol Street, Suite 1400  
Jackson, MS 39201-2608  
Telephone: (601) 961-9900  
Facsimile: (888) 954-5405  
amoeller@balch.com  
wboone@balch.com

**CERTIFICATE OF SERVICE**

I, the undersigned counsel, do hereby certify that I have this day electronically filed the foregoing with the Clerk of the Court using the ECF system.

THIS, the 1st day of August, 2018.

/s/ Walter H. Boone

WALTER H. BOONE

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**V.**

**CIVIL ACTION NO. 14-71**

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JED McCALEB, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

**UNOPPOSED MOTION FOR AMENDED SCHEDULING ORDER**

Plaintiffs ask this honorable Court pursuant to M.R.C.P. 16 to enter an amended scheduling order in this case. Plaintiffs have terminated their original representatives in this case and retained new counsel, and seek a thirty (30)-day extension of the deadline for joinder of parties or amendments to pleadings. Counsel for Defendants have advised that they do not oppose this extension and motion. A proposed order granting the motion is being submitted to the Court contemporaneously with the motion via email to the court administrator.

By their signature below, counsel for Plaintiffs attest that this motion is not filed for the purpose of delay, but to afford counsel a reasonable period of time to familiarize themselves with this case, and therefore this motion is in the interests of the orderly administration of justice in this civil action.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs ask that this Court GRANT the foregoing motion, and enter an amended scheduling order as requested.

Respectfully submitted, this the 1st day of August, 2018.

s/ **Andy Lowry**

Armin J. Moeller, Jr., MSB No. 3399

Walter H. Boone, MSB No. 8651

Christine Crockett White, MSB No. 10107

Jonathan P. Dyal, MSB No. 99146

Andy Lowry, MSB No. 100782

Patrick Everman, MSB No. 104870

Perry P. Taylor, MSB No. 104944

ATTORNEYS FOR PLAINTIFFS

DR. DONALD RAGGIO AND

DR. CHRIS RAGGIO

OF COUNSEL:

BALCH & BINGHAM LLP

188 East Capitol Street, Suite 1400

Jackson, MS 39201-2608

Telephone: (601) 961-9900

Fax: (601) 961-4466

wboone@balch.com

cwhite@balch.com

alowry@balch.com

BALCH & BINGHAM LLP

1310 Twenty Fifth Avenue

Gulfport, MS 39501

Telephone: (228) 864-9900

Fax: (228) 864-8221

jdyal@balch.com

CERTIFICATE OF SERVICE

I, the undersigned counsel, do hereby certify that on this day, I have electronically filed the foregoing with the Clerk of the Court using the MEC system which sent notification of such filing to all counsel of record in the case:

Edwin S. Gault, Jr.  
Amanda B. Robinson  
T. Peyton Smith  
FORMAN WATKINS & KRUTZ LLP  
Post Office Box 22608  
Jackson, Mississippi 39201  
Win.Gault@formanwatkins.com  
Peyton.Smith@formanwatkins.com  
Mandie.Robinson@formanwatkins.com

Ethan Jacobs  
HOLLAND LAW, LLP  
220 Montgomery Street, Suite 800  
San Francisco, California 94104

Mitchell H. Tyner, Sr.  
Charles "Brad" Martin  
TYNER LAW FIRM, P.A.  
3352 North Liberty Street  
Canton, Mississippi 39046  
mtyner@tynerlawfirm.com  
bmartin@tynerlawfirm.com

This the 1st day of August, 2018.

s/ *Andy Lowry*  
Andy Lowry

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**V.**

**CIVIL ACTION NO. 14-71**

**MTGOX a sole proprietorship;  
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CODE COLLECTIVE, LLC a New York Limited Liability Company;  
JED McCALEB, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

**MOTION FOR SUBSTITUTION OF COUNSEL FOR  
DR. DONALD RAGGIO AND DR. CHRIS RAGGIO**

Plaintiffs Dr. Donald Raggio and Dr. Chris Raggio (“Plaintiffs”) file this Motion requesting that the Court enter an Order Substituting Counsel. In support of the Motion, Plaintiffs submit the following:

Plaintiffs have authorized the transfer of their files and requested that Mitch Tyner and the Tyner Law Firm, P.A., and its attorneys, be withdrawn as both counsel and law firm of record.

Plaintiffs request that Balch & Bingham LLP be enrolled as law firm of record with attorneys Walter H. Boone, Christine Crockett White and Jonathan P. Dyal documented as their counsel of record in addition to other counsel from Balch & Bingham LLP who have appeared in this case.

Plaintiffs are serving this motion on counsel for Mitch Tyner and the Tyner Law Firm, P.A. In addition, a proposed order granting the motion is being submitted to the Court contemporaneously with the motion.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs Dr. Donald Raggio and Dr. Chris

Raggio asks that the Court grant the motion and allow the substitution of counsel as requested.

Respectfully submitted this the 1st day of August, 2018.

s/ *Andy Lowry*

Armin J. Moeller, Jr., MSB No. 3399

Walter H. Boone, MSB No. 8651

Christine Crockett White, MSB No. 10107

Jonathan P. Dyal, MSB No. 99146

Andy Lowry, MSB No. 100782

Patrick Everman, MSB No. 104870

Perry P. Taylor, MSB No. 104944

ATTORNEYS FOR PLAINTIFFS

DR. DONALD RAGGIO AND

DR. CHRIS RAGGIO

OF COUNSEL:

BALCH & BINGHAM LLP

188 East Capitol Street, Suite 1400

Jackson, MS 39201-2608

Telephone: (601) 961-9900

Fax: (601) 961-4466

wboone@balch.com

cwhite@balch.com

alowry@balch.com

BALCH & BINGHAM LLP

1310 Twenty Fifth Avenue

Gulfport, MS 39501

Telephone: (228) 864-9900

Fax: (228) 864-8221

jdyal@balch.com



CERTIFICATE OF SERVICE

I, the undersigned counsel, do hereby certify that on this day, I have electronically filed the foregoing with the Clerk of the Court using the MEC system which sent notification of such filing to the following:

Edwin S. Gault, Jr.  
Amanda B. Robinson  
T. Peyton Smith  
FORMAN WATKINS & KRUTZ LLP  
Post Office Box 22608  
Jackson, Mississippi 39201  
Win.Gault@formanwatkins.com  
Peyton.Smith@formanwatkins.com  
Mandie.Robinson@formanwatkins.com

Mitchell H. Tyner, Sr.  
Charles "Brad" Martin  
TYNER LAW FIRM, P.A.  
3352 North Liberty Street  
Canton, Mississippi 39046  
mtyner@tynerlawfirm.com  
bmartin@tynerlawfirm.com

The undersigned counsel has also served via U.S. Mail a copy of the foregoing to:

Ethan Jacobs  
HOLLAND LAW, LLP  
220 Montgomery Street, Suite 800  
San Francisco, California 94104

Lance Stevens (also via electronic mail)  
STEVENS & WARD  
1855 Lakeland Drive, Suite Q200  
Jackson, MS 39216-4938  
Telephone: (601) 366-7777  
Facsimile: 601.366.7781  
lstevens@stevensandward.com

This the 1st day of August, 2018.

s/ Andy Lowry  
Andy Lowry

**IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI  
FIRST JUDICIAL DISTRICT**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**V.**

**CIVIL ACTION NO. 14-71**

**MTGOX a sole proprietorship;  
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CODE COLLECTIVE, LLC a New York Limited Liability Company;  
JED McCALEB, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

**ORDER SUBSTITUTING COUNSEL FOR  
DR. DONALD RAGGIO AND DR. CHRIS RAGGIO**

ON THIS DAY the Court considered Plaintiffs Dr. Donald Raggio and Dr. Chris Raggio's ("Plaintiffs") Motion for Substitution of Counsel [Docket No. 218]. The Court, having considered the motion, and being fully advised in the premises, finds that the motion is well-taken and should be granted.

ACCORDINGLY, IT IS HEREBY ORDERED that Plaintiffs Dr. Donald Raggio and Dr. Chris Raggio's Motion for Substitution of Counsel [Docket No. 218] is GRANTED.

IT IS FURTHER ORDERED AND ADJUDGED that the law firm of Balch & Bingham LLP shall be substituted as law firm of record with attorneys Walter H. Boone, Christine Crockett White, and Jonathan P. Dyal enrolled as counsel of record for Plaintiffs Dr. Donald Raggio and Dr. Chris Raggio.

IT IS FURTHER ORDERED AND ADJUDGED that Mitch Tyner, and the Tyner Law Firm, P.A., and its attorneys, are withdrawn as counsel and firm of record for Plaintiffs.

SO ORDERED, this the 1<sup>st</sup> day of August, 2018.

  
CIRCUIT COURT JUDGE

Prepared & Submitted By:

/s/ Andy Lowry

Armin J. Moeller, Jr., MSB No. 3399  
Walter H. Boone, MSB No. 8651  
Christine Crockett White, MSB No. 10107  
Jonathan P. Dyal, MSB No. 99146  
Andy Lowry, MSB No. 100782  
Patrick Everman, MSB No. 104870  
Perry P. Taylor, MSB No. 104944  
BALCH & BINGHAM, LLP  
188 East Capitol Street, Suite 1400  
Jackson, MS 39201-2608  
(601) 961-9900 Phone  
(888) 954-5405 Fax  
alowry@balch.com  
amoeller@balch.com

*Attorneys for Plaintiffs*

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI

DR. DONALD RAGGIO  
DR. CHRIS RAGGIO

PLAINTIFFS

VS.

CIVIL ACTION NO. 14-0071

MTGOX, a sole proprietorship;  
MTGOX, a Delaware corporation;  
MTGOX KK, a Japanese corporation;  
MUTUM SIGILLUM, LLC, a Delaware limited liability  
company;  
CODE COLLECTIVE, LLC, a New York limited liability  
company;  
JED McCALEB, an individual  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5

DEFENDANTS

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AMENDED SCHEDULING ORDER

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On August 1, 2018, Plaintiffs moved for an amended scheduling order; and this Court, being advised of the reasons therefor offered by Plaintiffs, and that Defendants do not oppose the motion, find that the motion is well taken and should be, and hereby is, granted. This Court enters the following amended scheduling order:

1. Motions for joinder of parties or amendments to the pleadings shall be served on or before **September 2, 2018**.
2. Plaintiffs shall designate their experts, if any, on or before **October 5, 2018**.
3. Defendants shall designate their experts, if any, on or before **November 16, 2018**.
4. All discovery shall be completed on or before **February 1, 2019**.
5. The parties shall complete private mediation, or with the consent of all parties a settlement conference with the Court, on or before **March 1, 2019**.

6. All motions, with the exception of in limine motions, shall be served on or before **February 15, 2019**. All response briefs shall be served fourteen (14) days thereafter, and all reply briefs, if any, shall be served seven (7) days after the response briefs.

7. All in limine motions shall be served forty-five (45) days prior to the trial setting.

8. This matter is set for a pre-trial conference the week of **June 3, 2019**. The parties shall submit (via email) to the Court a proposed pre-trial order and proposed jury instructions at least five (5) days prior to the pre-trial conference.

9. This matter is set for trial during the three-week civil term beginning on **June 10, 2019**.

SO ORDERED, this the 1<sup>st</sup> day of August, 2018.

  
\_\_\_\_\_  
CIRCUIT COURT JUDGE

Prepared & Submitted By:

/s/ Andy Lowry

Armin J. Moeller, Jr., MSB No. 3399

Walter H. Boone, MSB No. 8651

Christine Crockett White, MSB No. 10107

Jonathan P. Dyal, MSB No. 99146

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*Attorneys for Plaintiffs*

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**V.**

**CIVIL ACTION NO. 14-71**

**MTGOX a sole proprietorship;  
MTGOX, Inc., a Delaware corporation;  
MT.GOX KK, a Japanese corporation;  
TIBANE KK, a Japanese corporation;  
MUTUM SIGILLUM, LLC a Delaware Limited Liability Company;  
CODE COLLECTIVE, LLC a New York Limited Liability Company;  
JED McCALEB, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

**NOTICE OF APPEARANCE**

COMES NOW, Perry P. Taylor, and hereby enters his appearance as counsel of record for Plaintiffs, Donald Raggio and Chris Raggio. The undersigned respectfully requests service of all filings, correspondence and/or all other communications regarding this action at the following address:

**Perry P. Taylor**  
Balch & Bingham LLP  
188 East Capitol Street  
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Jackson, MS 39201  
Telephone: (601) 961-9900  
Facsimile: (601) 961-4466  
ptaylor@balch.com

Respectfully submitted, this the 3<sup>rd</sup> day of August, 2018.

**DR. DONALD RAGGIO**  
**DR. CHRIS RAGGIO**

By: s/ Perry P. Taylor

PERRY P. TAYLOR (MSB# 104944)  
ARMIN J. MOELLER, JR. (MSB# 3399)  
ANDY LOWRY (MSB# 100782)  
WALTER H. BOONE (MSB# 8651)  
CHRISTINE CROCKETT WHITE (MSB#10107)  
JONATHAN P. DYAL (MSB# 99146)  
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Facsimile: (888) 954-5405  
ptaylor@balch.com

**CERTIFICATE OF SERVICE**

I, the undersigned counsel, do hereby certify that I have this day electronically filed the foregoing with the Clerk of the Court using the ECF system.

THIS, the 3rd day of August, 2018.

/s/ Perry P. Taylor

PERRY P. TAYLOR



IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI  
FIRST JUDICIAL DISTRICT

DR. DONALD RAGGIO  
DR. CHRIS RAGGIO

PLAINTIFFS

V.

CIVIL ACTION NO. 14-71

JED McCALEB et al.

DEFENDANTS

**MOTION FOR AMENDED SCHEDULING ORDER**

***\*\*\* Expedited Setting Requested \*\*\****

Having secured new counsel, Plaintiffs request that this Honorable Court, pursuant to M.R.C.P. 16, amend its scheduling order in this case to extend deadlines (other than amendments to the pleadings) and trial by 90 days, and in support thereof, would show as follows:

After Plaintiffs terminated previous counsel and retained new counsel in July 2018, they asked Defendants to agree to 90-day extensions of the deadlines set in this Court's scheduling order of June 2018. Defendants agreed only to a 30-day extension on the deadline for amendments to the pleadings, but opposed any other enlargement of time. This Court granted Plaintiffs' unopposed motion for that 30-day extension.

Under the Amended Scheduling Order, Plaintiffs are required to designate their expert witnesses by October 5, 2018. Plaintiffs respectfully submit that this deadline is an undue burden on them. New counsel are still familiarizing themselves with the case file, and the nature of this case makes it necessary for Plaintiffs to retain experts in highly technical subject areas. Previous counsel have not shared any of their own research towards identifying and retaining experts. Certainly, a change in counsel does not automatically

entitle a party to relief, but allowing new counsel a reasonable time to understand the case promotes the case's being decided on its merits, and Plaintiffs have not acted in bad faith or for mere delay's sake in retaining new counsel. *See Hous. Auth. of City of Pilcher v. United States*, 2014 WL 6463207, at \*2 (N.D. Okla. Nov. 17, 2014) (finding new counsel, in context, good cause for amending scheduling order).

Moreover, Plaintiffs intend to add new causes of action to their amended Complaint, and a single month's interval between the amendments deadline and the designation of their experts simply cannot and will not allow Plaintiffs adequate time to conduct necessary discovery, some of which will need to inquire into recondite issues of Bitcoin and cybersecurity that, frankly, will require Plaintiffs to seek the guidance of their potential expert witnesses in framing their discovery requests. Plaintiffs also anticipate the necessity of deposing one or more fact witnesses outside the State of Mississippi. Further, the parties are still negotiating Defendants' production of numerous documents previously requested, which may in turn make further discovery necessary.

Amendments to scheduling orders, like all matters regarding pretrial discovery, are of course within the discretion of the trial court. *See Dawkins v. Redd Pest Control Co.*, 607 So. 2d 1232, 1235 (Miss. 1992). Plaintiffs submit that this Court may look to the federal courts' four factors governing the grant or denial of such modification: (1) the reason for the modification, (2) the importance of the modification, (3) the potential prejudice in allowing the modification, and (4) the availability of a continuance to cure any such prejudice. *Squyres v. Heico Cos., LLC*, 782 F.3d 224, 237 (5th Cir. 2015). (The Mississippi courts already use this test for evaluating whether to exclude evidence or experts for untimely disclosure,

which like the amendment of a scheduling order is an order governing discovery. *Buskirk v. Elliott*, 856 So. 2d 255, 260 (Miss. 2003). Thus, the test is appropriate here as well.)

As seen above, Plaintiffs have good reason for the modification, and have shown its importance to their case. Little or no prejudice to Defendants will result, as the delay is not unreasonable. This is the first time that the Complaint will have been amended, and Plaintiffs have not secured new counsel in a disruptive manner (such as, a week before trial). Trial is not imminent, and discovery has not ended, so a continuance is easily available without undue disruption.

Plaintiffs also note that the federal test requires a showing of good cause, *Squyres*, 782 F.3d at 237, but M.R.C.P. 16 places no such burden on the parties, and the Amended Scheduling Order itself does not require good cause shown for modification.

Because the present deadline for Plaintiffs to designate expert witnesses is October 5, 2018, Plaintiffs respectfully request that this Court expedite hearing of this motion in such a manner as will avoid rendering moot the relief requested.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs ask that this Court GRANT the foregoing motion, and enter an amended scheduling order as requested.

Respectfully submitted, this the 9th day of August, 2018.

s/ *Andy Lowry*

Armin J. Moeller, Jr., MSB No. 3399

Walter H. Boone, MSB No. 8651

Christine Crockett White, MSB No. 10107

Jonathan P. Dyal, MSB No. 99146

Andy Lowry, MSB No. 100782

Patrick Everman, MSB No. 104870

Perry P. Taylor, MSB No. 104944

ATTORNEYS FOR PLAINTIFFS  
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DR. CHRIS RAGGIO

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jdyal@balch.com

CERTIFICATE OF SERVICE

The undersigned counsel for Plaintiffs hereby certifies that on this day, he has electronically filed the foregoing with the Clerk of the Court via this Court's MEC system, providing electronic service on all counsel registered therefor, and serving via United States mail (postage prepaid) as set forth below:

The Honorable Joseph A. Sclafani (*via U.S. mail*)  
Hinds Circuit Court  
Post Office Box 22711  
Jackson, Mississippi 39225-2711

Edwin S. Gault, Jr., Esq.  
Amanda B. Robinson, Esq.  
T. Peyton Smith, Esq.  
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Mandie.Robinson@formanwatkins.com

Ethan Jacobs, Esq. (*via U.S. mail*)  
HOLLAND LAW, LLP  
220 Montgomery Street, Suite 800  
San Francisco, California 94104

This the 9th day of August, 2018.

s/ *Andy Lowry*  
Andy Lowry

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CIVIL ACTION NO. 14-71**

**MTGOX a sole proprietorship;  
MTGOX, Inc., a Delaware corporation;  
MT.GOX KK, a Japanese corporation;  
TIBANE KK, a Japanese corporation;  
MUTUM SIGILLUM, LLC a Delaware limited Liability Company;  
CODE COLLECTIVE, LLC a New York limited liability company;  
JED McCALEB, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

---

**NOTICE OF APPEARANCE**

---

COMES NOW, Mitchell H. Tyner, Sr. and hereby files his appearance as one of the counsel for Tyner Law Firm, P.A., appearing specifically for the purposes of monitoring this action and obtaining notice in that Tyner Law Firm, P.A. has filed a Notice of Lien in this matter.

RESPECTFULLY SUBMITTED, this the 15<sup>th</sup> day of August, 2018.

s/Mitchell H. Tyner, Sr.  
MITCHELL H. TYNER, SR., MSB# 8169

MITCHELL H. TYNER, SR., MSB# 8169  
CHARLES "BRAD" MARTIN, MSB# 100767  
**TYNER LAW FIRM, P.A.**  
3352 North Liberty Street  
Canton, MS 39046  
Phone: 601-401-1111  
Fax: 601-957-6554

**CERTIFICATE OF SERVICE**

I do hereby certify that I have this day served a true and correct copy of the above and foregoing pleading via the Court's electronic filing system on the following:

Edwin S. Gault, Jr., Esq.  
Mandie B. Robinson, Esq.  
T. Peyton Smith, Esq.  
Forman Watkins & Krutz LLP  
210 East Capitol Street, Suite 2200  
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Ethan Jacobs, Esq.  
Holland Law, LLP  
220 Montgomery Street, Suite 800  
San Francisco, California 94104

Armin J. Moeller, Jr., Esq.  
Andy Lowry, Esq.  
Walter H. Boone, Esq.  
Christine Crockett White, Esq.  
Jonathan P. Dyal, Esq.  
Patrick Everman, Esq.  
Perry P. Taylor, Esq.  
Balch & Bingham LLP  
188 East Capitol Street, Suite 1400  
Jackson, MS 39201

Respectfully submitted, this the 15<sup>th</sup> day of August, 2018.

s/Mitchell H. Tyner, Sr.  
MITCHELL H. TYNER, SR., MSB# 8169



**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**VS.**

**CIVIL ACTION NO. 14-71**

**MTGOX a sole proprietorship;  
MTGOX, Inc., a Delaware corporation;  
MT.GOX KK, a Japanese corporation;  
TIBANE KK, a Japanese corporation;  
MUTUM SIGILLUM, LLC a Delaware limited Liability Company;  
CODE COLLECTIVE, LLC a New York limited liability company;  
JED McCALEB, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

---

**NOTICE OF APPEARANCE**

---

COMES NOW, Charles “Brad” Martin and hereby files his appearance as one of the counsel for Tyner Law Firm, P.A., appearing specifically for the purposes of monitoring this action and obtaining notice in that Tyner Law Firm, P.A. has filed a Notice of Lien in this matter.

RESPECTFULLY SUBMITTED, this the 15<sup>th</sup> day of August, 2018.

s/Charles “Brad” Martin  
CHARLES “BRAD” MARTIN, MSB# 100767

MITCHELL H. TYNER, SR., MSB# 8169  
CHARLES “BRAD” MARTIN, MSB# 100767  
**TYNER LAW FIRM, P.A.**  
3352 North Liberty Street  
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Phone: 601-401-1111  
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**CERTIFICATE OF SERVICE**

I do hereby certify that I have this day served a true and correct copy of the above and foregoing pleading via the Court's electronic filing system on the following:

Edwin S. Gault, Jr., Esq.  
Mandie B. Robinson, Esq.  
T. Peyton Smith, Esq.  
Forman Watkins & Krutz LLP  
210 East Capitol Street, Suite 2200  
Jackson, MS 39201-2375

Ethan Jacobs, Esq.  
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220 Montgomery Street, Suite 800  
San Francisco, California 94104

Armin J. Moeller, Jr., Esq.  
Andy Lowry, Esq.  
Walter H. Boone, Esq.  
Christine Crockett White, Esq.  
Jonathan P. Dyal, Esq.  
Patrick Everman, Esq.  
Perry P. Taylor, Esq.  
Balch & Bingham LLP  
188 East Capitol Street, Suite 1400  
Jackson, MS 39201

Respectfully submitted, this the 15<sup>th</sup> day of August, 2018.

s/ Charles B. Martin  
CHARLES "BRAD" MARTIN, MSB# 100767

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**V.**

**CAUSE NO. 14-71**

**MTGOX, a sole proprietorship;  
MTGOX, Inc., a Delaware corporation;  
MT.GOX KK, a Japanese corporation;  
TIBANE KK, a Japanese corporation;  
MUTUM SIGILLUM, LLC, a Delaware limited liability company;  
CODE COLLECTIVE, LLC, a New York limited liability company;  
JED McCALEB, an individual;  
MARK KARPELES, an individual;  
JOHN DOES 1-5, and CORPORATE JOHN DOES 1-5**

**DEFENDANTS**

---

**JED MCCALEB AND CODE COLLECTIVE, LLC'S RESPONSE IN OPPOSITION TO  
PLAINTIFFS' MOTION FOR AMENDED SCHEDULING ORDER**

---

Plaintiffs are seeking an extension of all deadlines and the trial date by 90 days. The basis for this request is the recent substitution of new counsel in this case on behalf of Plaintiffs. Defendants, Jed McCaleb and Code Collective, LLC, oppose this extension.

The parties participated in a hearing on this matter on June 5, 2018, a mere two months ago. At that hearing, all parties agreed that the deadlines included in the Scheduling Order were adequate. Though they had not been formally substituted as counsel, representatives from Plaintiffs' counsel's new firm were present at the hearing and no objection was raised at that time.

New counsel was substituted over a month ago, and their firm has ample resources for familiarizing themselves with the case sufficient to designate expert witnesses by October 5, 2018. As is evident by statements in Plaintiffs' motion, counsel is already aware of additional

causes of action they intend to include in the amended petitions and, as such, must already have some level of familiarity with the case.

There is approximately six months before the discovery deadline in this case and Plaintiffs' counsel has offered no substantive explanation for why this timeframe is inadequate. This case has been pending for three and a half years (since March 5, 2014) and extensive discovery has already been conducted, including the deposition of Defendant, Jed McCaleb, and the review and production of *thousands* of emails. As this Court said at the hearing, much of the discovery already conducted constituted "a whole lot of improper fishing". Given the extensive document productions, subpoena requests, and depositions that have already occurred, it cannot be necessary to extend the discovery deadline in this case.

Based on the foregoing, Plaintiffs' Motion for Amended Scheduling Order must be denied.

Respectfully submitted, this the 17th day of August, 2018.

**JED McCALEB and  
CODE COLLECTIVE, LLC**

By: /s/ Edwin S. Gault Jr.  
EDWIN S. GAULT, JR. (MSB #10187)  
MANDIE B. ROBINSON (MSB #100446)  
T. PEYTON SMITH (MSB #103867)

*Attorneys for Defendants Jed McCaleb and  
Code Collective, LLC*

OF COUNSEL:

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[peyton.smith@formanwatkins.com](mailto:peyton.smith@formanwatkins.com)

**CERTIFICATE OF SERVICE**

I hereby certify that on August 17, 2018, I served a true and correct copy of the foregoing document via electronic mail to the following counsel of record:

Armin J. Moeller, Jr.  
Walter H. Boone  
Christine Crockett White  
Jonathan P. Dyal  
Andy Lowry  
Patrick Everman  
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[alowry@balch.com](mailto:alowry@balch.com)

*Attorneys for Plaintiffs*

THIS, the 17th day of August, 2018.

/s/ Edwin S. Gault, Jr.  
EDWIN S. GAULT, JR.

IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI  
FIRST JUDICIAL DISTRICT

DR. DONALD RAGGIO  
DR. CHRIS RAGGIO

PLAINTIFFS

V.

CIVIL ACTION NO. 14-71

JED McCALEB et al.

DEFENDANTS

**REPLY IN SUPPORT OF MOTION FOR AMENDED SCHEDULING ORDER**

***\*\*\* Expedited Setting Requested \*\*\****

Opposing a three-month extension of discovery deadlines in this case, Defendants cite no authority and do not address the four-factor test delineated by Plaintiffs' motion. Instead, Defendants rely on unconvincing factual arguments.

First, the presence of new counsel at the June 2018 hearing is immaterial. Counsel had not been retained for the purpose of conducting this litigation, and were not retained for that purpose until over a month later. So indeed, "no objection was raised at that time." The undersigned was there only to report back to Plaintiffs on what occurred at the hearing, and this Court presumably would not have entertained any "objection" from an attorney who had not even entered his appearance in the case.

Second, new counsel were not in fact substituted until this Court authorized their substitution in its order of August 3. Counsel did not receive a copy of the case file from former counsel until July 25, and as Defendants concede, it contains "extensive discovery," which require analysis not only for what has been disclosed, but for what necessary matters have *not* been addressed in discovery. We appreciate the compliment as to our supposedly "ample resources," but as with counsel for Defendants, counsel for Plaintiffs have numerous

clients and cases requiring attention. Defendants cite no authority to support the implied claim that Plaintiffs and their counsel were obliged to work 24/7 on this case alone to master its current state.

Third, the fact that Plaintiffs intend to amend their complaint to add new causes of action does indicate “some level of familiarity,” but does not indicate that Plaintiffs have had the opportunity to retain experts to assist in delineating the new discovery that will be necessary to prove those additional claims or that this new discovery has been served.

Fourth, the motion did in fact state “substantive explanation” for the extension: familiarizing new counsel with the voluminous case file; retaining experts in highly technical areas; negotiating production that Defendants, despite the length of time this case has been pending, still have not turned over to Plaintiffs; and the likely need for new discovery in support of additional causes of action. These are more substantive than any objections lodged by Defendants in their response. Defendants point to the “extensive” discovery already taken, to which Plaintiffs at this time can only respond that quantity is not the same as quality.

Last and perhaps most importantly, Defendants fail even to allege that they will suffer any undue prejudice if the motion is granted and this case is prolonged by three more months. The liberal policy in favor of granting leave to amend a complaint under M.R.C.P. 15(a), *see, e.g., Estes v. Starnes*, 732 So. 2d 251, 252 (Miss. 1999), is deprived of any real force when a party is granted leave to amend, but denied the opportunity to take the necessary discovery in support of the amendments. Plaintiffs will be unduly prejudiced by the denial of the motion, whereas Defendants allege no prejudice to them. The motion should be granted.



WHEREFORE, PREMISES CONSIDERED, Plaintiffs ask that this Court GRANT the foregoing motion, and enter an amended scheduling order as requested.

Respectfully submitted, this the 17th day of August, 2018.

s/ Andy Lowry

Armin J. Moeller, Jr., MSB No. 3399  
Walter H. Boone, MSB No. 8651  
Christine Crockett White, MSB No. 10107  
Jonathan P. Dyal, MSB No. 99146  
Andy Lowry, MSB No. 100782  
Patrick Everman, MSB No. 104870  
Perry P. Taylor, MSB No. 104944

ATTORNEYS FOR PLAINTIFFS  
DR. DONALD RAGGIO AND  
DR. CHRIS RAGGIO

OF COUNSEL:

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jdyal@balch.com

CERTIFICATE OF SERVICE

The undersigned counsel for Plaintiffs hereby certifies that on this day, he has electronically filed the foregoing with the Clerk of the Court via this Court's MEC system, providing electronic service on all counsel registered therefor, and serving via United States mail (postage prepaid) as set forth below:

The Honorable Joseph A. Sclafani (*via electronic mail*)  
Hinds Circuit Court  
Post Office Box 22711  
Jackson, Mississippi 39225-2711

Edwin S. Gault, Jr., Esq.  
Amanda B. Robinson, Esq.  
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Mandie.Robinson@formanwatkins.com

Ethan Jacobs, Esq. (*via U.S. mail*)  
HOLLAND LAW, LLP  
220 Montgomery Street, Suite 800  
San Francisco, California 94104

This the 17th day of August, 2018.

s/ *Andy Lowry*  
Andy Lowry

IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI  
FIRST JUDICIAL DISTRICT

RAGGIO, et al.

PLAINTIFFS

vs.

CIVIL ACTION NO. 14-0071

MTGOX, et al.

DEFENDANTS

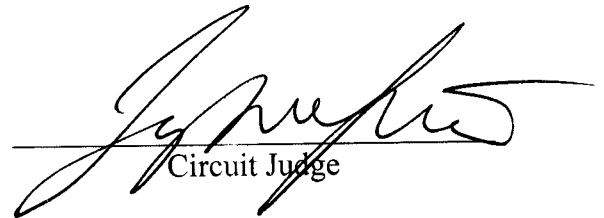
**AMENDED SCHEDULING ORDER**

THIS MATTER is before the Court on Plaintiffs' Motion for Amended Scheduling Order [Docket No. 222]. The Court, having considered the Motion, the Response of Defendants and being otherwise fully advised in the premises finds that "good cause" exists to grant the Motion in part. The Court sets the following amended scheduling deadlines:

1. Motions for joinder of parties or amendments to the pleadings shall be filed on or before **September 7, 2018**.
2. Plaintiff(s) shall designate its experts, if any, on or before **November 23, 2018**.
3. Defendant(s) shall designate its experts, if any, on or before **January 4, 2019**.
4. All discovery shall be completed on or before **March 15, 2019**.
5. The parties shall complete private mediation, or with the consent of all parties a settlement conference with the Court, on or before **April 5, 2019**.
6. All motions, with the exception of *in limine* motions, shall be filed on or before **March 29, 2019**; all response briefs shall be filed on or before **April 12, 2019**; all reply briefs shall be filed on or before **April 19, 2019**.
7. All *in limine* motions shall be filed forty-five (45) days prior to the trial setting.

8. This matter is set for a pre-trial conference the week of **June 3, 2019**. The parties shall submit (via email) to the Court a proposed pre-trial order and proposed jury instructions at least five (5) days prior to the final pre-trial conference.
9. This matter will remain on the three-week civil trial calendar beginning on **June 10, 2019**. Any further extension of the discovery or motion deadlines will necessitate a continuance of the trial setting.

SO ORDERED this the 17<sup>th</sup> day of August, 2018.

  
Circuit Judge

IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI  
FIRST JUDICIAL DISTRICT

DR. DONALD RAGGIO  
DR. CHRIS RAGGIO

PLAINTIFFS

V.

CIVIL ACTION NO. 14-71

JED McCALEB et al.

DEFENDANTS

**MOTION FOR LEAVE TO AMEND COMPLAINT**

Plaintiffs ask this honorable Court, pursuant to M.R.C.P. 15(a), to grant them leave to file the attached document as their amended complaint in this civil action, and in support thereof, would show this Court as follows:

1. Leave to amend a pleading “shall be freely granted where justice so requires.” M.R.C.P. 15(a). “In practice, an amendment should be denied only if the amendment would cause actual prejudice to the opposite party.” *Poindexter v. So. United Fire Ins. Co.*, 838 So. 2d 964, 971 n.2 (Miss. 2003) (quoting M.R.C.P. 15 cmt.); accord, *Elliott v. AmeriGas Propane, L.P.*, No. 2017-CA-00133-SCT, 2018 WL 3661521, at ¶ 39 (Miss. Aug. 2, 2018), *mandate issued* (Aug. 23, 2018).

2. The amended complaint rests upon “the same nucleus of facts and circumstances” as the original complaint. *Jones v. Miss. Inst. of Higher Learning*, No. 2016-CA-01050-COA, 2018 WL 3853409, at ¶ 645 (Miss. Ct. App. Aug. 14, 2018) (Wilson, J.), *reh’g pending* (Sept. 4, 2018). The amended complaint will not unduly prejudice Defendants, but will plead additional causes of action and theories of relief, in order that justice may be done in this case. This is the first time that Plaintiffs have sought leave to amend, and this motion is timely filed within the time set by this Court in its scheduling order [227].

WHEREFORE, PREMISES CONSIDERED, Plaintiffs ask that this Court GRANT the foregoing motion, and grant them leave to file the attached document as their amended complaint in this matter.

Respectfully submitted, this the 7th day of September, 2018.

s/ Andy Lowry

Armin J. Moeller, Jr., MSB No. 3399  
Walter H. Boone, MSB No. 8651  
Christine Crockett White, MSB No. 10107  
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CERTIFICATE OF SERVICE

The undersigned counsel for Plaintiffs hereby certifies that on this day, he has electronically filed the foregoing with the Clerk of the Court via this Court's MEC system, providing electronic service on all counsel registered therefor, and serving via United States mail (postage prepaid) as set forth below:

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This the 7th day of September, 2018.

s/ **Andy Lowry**  
Andy Lowry



**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**V.**

**CIVIL ACTION NO. 14-71**

**MTGOX, Inc., a Delaware corporation;  
CODE COLLECTIVE, LLC a New York Limited Liability Company;  
JED McCALEB, an individual**

**DEFENDANTS**

**AMENDED COMPLAINT  
TRIAL BY JURY DEMANDED**

COME NOW the Plaintiffs, Dr. Donald Raggio and Dr. Chris Raggio, and file this their claim for specific performance and damages regarding the purchase of bitcoins, and for cause would show the following, to-wit:

**PARTIES**

1. Dr. Donald Raggio and Dr. Chris Raggio are adult resident citizens of Hinds County, Mississippi, residing in the First Judicial District of Hinds County, Mississippi. The Raggios wired funds and purchased bitcoins from Defendants beginning in 2010.

2. Defendant Jed McCaleb is an adult resident citizen of New York and on information and belief, he may be served with process of this court at 286 Union #1A, Brooklyn, NY 11211. Jed McCaleb, at the relevant times herein was doing business in the State of Mississippi and the United States.

3. Defendant Code Collective, LLC is a New York limited liability company who may be served with process of this court through its registered agent, New York Department of State and at its New York office located at 286 Union #1A, Brooklyn, NY

11211. Defendant Code Collective, LLC conducted business throughout Mississippi and the United States.

4. Defendant MTGOX, Inc. is a Delaware corporation. It is believed that this corporation was formed in 2013 and may be served with process of this court through its agent for service of process, National Corporate Research, LTD located at 615 S. Dupont Hwy, Dover, Delaware 19901. MTGOX, Inc.'s principal place of business is located at Level 15-F, Cerulean Tower, 26-1 Sakuragaoka-cho, Shibuya-ku, Tokyo, Japan 150-8512.

### **JURISDICTION AND VENUE**

5. This Court has personal jurisdiction and venue over Defendants in that they conducted business in this district and the State of Mississippi and the unlawful conduct alleged in the Complaint occurred in, was directed to and/or emanated from this district. Venue is proper in this district because a substantial part of the events or omissions giving rise to the unlawful conduct alleged in this complaint occurred in, was directed to and/or emanated from this district.

### **FACTUAL ALLEGATIONS**

#### ***The Raggios Purchase Bitcoins from MTGOX***

6. In late 2010, Chris and Don Raggio (the "Raggios") signed up for an account on the MTGOX exchange. The purpose of MTGOX was the exchange and deposit of Bitcoin, a digital cryptocurrency. ("Bitcoin" with capitalization is commonly used to describe the concept of Bitcoin or the entire network itself while "bitcoins" are commonly used to describe the unit of account.) MTGOX was owned and operated by Defendants Jed McCaleb and Code Collective, LLC at the time the Raggios created their MTGOX account. Before creating a MTGOX account, Chris Raggio researched Defendant McCaleb,

including several phone conversations with McCaleb, and relied on McCaleb's representations in forming the belief that MTGOX was a competent and reliable bitcoin exchange. On information and belief, the MTGOX website made similar representations as to the exchange's being a secure, trustworthy place to buy and sell bitcoins. The Raggios justifiably reposed their trust in Defendants to act as their fiduciary in holding their bitcoins safely and providing a secure exchange environment. The details of internet security were so technical that clients such as the Raggios had to rely on Defendants' representations.

7. Around the time the Raggios signed up for a MTGOX account, there was no other avenue to make large purchases of bitcoins. This was part of the reason the Raggios chose MTGOX, along with Defendants' representations that it was a safe and reputable place to purchase bitcoins.

8. In order to deposit money into the exchange, the Raggios would wire transfer United States dollars ("USD") from their bank in Jackson, Mississippi directly to Jed McCaleb's personal account. Once McCaleb received the wire transfer, he would personally credit the Raggios' MTGOX account with a USD balance in the same amount that the Raggios wired. The Raggios would use that USD to purchase bitcoins on the exchange. Each transaction on MTGOX included a transaction fee that inured to the benefit of MTGOX, McCaleb, and other Defendants.

9. After the Raggios purchased bitcoins, their MTGOX account would reflect both their balance of bitcoins and their remaining USD balance. The Raggios relied on Defendants' express and implied representation that a MTGOX account was a reasonably secure medium for holding bitcoins. By providing such MTGOX accounts to buyers, MTGOX itself benefited, as these accounts were part of their protocol for profiting from

transaction fees; further, while the bitcoins remained in MTGOX accounts, they were in the possession and control of MTGOX and McCaleb, ostensibly for the benefit of buyers like the Raggios. By providing such accounts to buyers, MTGOX represented that the bitcoins would be safe and assumed a duty to take reasonable measures to keep them safe.

10. The Raggios would routinely remove their bitcoins from MTGOX. After purchasing the bitcoins, they would transfer them from MTGOX to their own personal bitcoin addresses or “wallets.” These addresses were completely independent of MTGOX. Due to MTGOX policy, they were prohibited from withdrawing more than \$1,000 worth of USD or bitcoins per day (i.e. they could not transfer more than \$1,000 worth of bitcoins out of MTGOX in a given 24-hour period). While the purchased bitcoins remained with MTGOX, they remained in the possession and control of MTGOX.

*The Theft of the Raggios’ Bitcoins*

11. On January 9, 2011, Chris Raggio noticed unauthorized bitcoin withdrawals from their MTGOX account. On January 7, 3,134.8 bitcoins had been transferred out of their account. On January 8, another 3,174.6 bitcoins had been transferred out of their account. On January 9, another 3,096.93 bitcoins had been transferred out of their account. These three withdrawals totaled 9,406.33 bitcoins. The amounts of the withdrawals were such as to withdraw the maximum \$1,000 worth of bitcoins allowed by MTGOX on each day.

12. Contrary to explicit and implicit representations to the public and to the Raggios, MTGOX was operating with grossly unsophisticated security measures that fell far below the contemporary state of the art for an exchange holding valuable commodities such as bitcoins; these defective measures included, but were not limited to, using an unsalted

MD5 protocol for security. This allowed a hack to compromise the Raggios' MTGOX account through no fault of the Raggios, in addition to other inadequate security measures. Defendants knew that their security measures were inadequate but did not take steps to improve them or to warn clients such as the Raggios of the dangers.

13. Immediately upon noticing the unauthorized bitcoin withdrawals, Chris Raggio notified McCaleb, and McCaleb initially advised him to seek out an individual in the Bitcoin community called Theymos in order to potentially track the stolen bitcoins. Chris Raggio also requested that McCaleb monitor the Bitcoin address where his bitcoins had been transferred (the "Unauthorized Address"). McCaleb's actions fell far below what a reasonable exchange operator should have done in response to an apparent hack. Furthermore, McCaleb did not provide the Raggios a list of the Internet Protocol ("IP") addresses that had accessed their MTGOX account, which McCaleb provided to other victims of hacks on MTGOX.

14. The only immediate action McCaleb took was to freeze the Raggios' MTGOX account. McCaleb said he was going to log any IP addresses that attempted to login to the Raggios' MTGOX account in the hope that the person responsible for the unauthorized withdrawals would attempt to login to the Raggios' account again. On information and belief, the individual never attempted to login to the Raggios' account after the third unauthorized withdrawal.

15. The stolen bitcoins were not the only bitcoins in the Raggios' MTGOX account. On January 17, 2011, McCaleb sent Chris Raggio the full amount of remaining bitcoins in the Raggios' MTGOX account to the Raggios' personal address.

*MTGOX Identifies the Thief, but Does Nothing on the Raggios' Behalf*

16. On February 10, 2011, one month after the unauthorized withdrawals, McCaleb emailed Chris Raggio stating that he thought he had found the person responsible for the unauthorized withdrawals, that the user had enough bitcoins in his MTGOX account to repay Chris Raggio, and that he had frozen the user's MTGOX account. McCaleb also stated he wanted "to make sure I'm right before I do anything."

17. On information and belief, McCaleb identified the other MTGOX user (the alleged thief) by linking transactions from the previously mentioned Unauthorized Address to the user's MTGOX account. The alleged thief went by the username "Baron" on MTGOX and on the online Bitcoin message board forums. However, McCaleb did not initially identify the alleged thief as Baron to Chris Raggio. Chris Raggio found out about Baron on the online Bitcoin message board forums.

18. On or around February 11, 2011, McCaleb sold 88% of MTGOX to Mark Karpeles, and McCaleb retained 12% of MTGOX for himself. Despite representing to outside sources that McCaleb sold the entirety of MTGOX to Karpeles, McCaleb continued to play an integral role in MTGOX operations long after the sale date.

19. On February 23, 2011, despite admitting no fault, Baron expressed to McCaleb a willingness to return \$3,000 USD simply to make the situation go away.

20. On February 26, 2011, McCaleb stated to Raggio in an email that "at the very least, this guy is going to give your coins back." McCaleb did not convey Baron's offer to pay \$3,000. Further, McCaleb advised Raggio against recovering the bitcoins at this time, citing McCaleb's purported need to investigate further. Raggio relied on McCaleb's representation that his bitcoins would be returned. This representation was false. McCaleb

had no intent to obtain cash or bitcoins from Baron and return them to the Raggios. Due to other hacks of MTGOX, the exchange was operating on a fractional reserve and would have been unable to pay out all its accounts had there been a run on the exchange. Making false representations to clients like the Raggios, and omitting highly material facts such as those set forth above, was part of Defendants' scheme to continue profiting from MTGOX without rectifying its defects, restoring the deficient bitcoin balance, or compensating hacked clients such as the Raggios.

21. On March 5, 2011, Chris Raggio became aware of McCaleb's sale of MTGOX interest to Karpeles and asked if he should talk to McCaleb or Karpeles moving forward with the recovery of the stolen bitcoins. On March 6, 2011, McCaleb told Chris Raggio that Karpeles would be handling it.

22. Chris Raggio and Mark Karpeles continued to communicate regarding the recovery of the stolen bitcoins, with Karpeles leading Raggio to believe that the stolen bitcoins would at some point be returned to the Raggios. This representation, upon which the Raggios reasonably relied, was false, as neither Karpeles nor McCaleb had any intent to return the bitcoins or otherwise make good on the Raggios' behalf.

***McCaleb and Karpeles Converted the Bitcoins to Their Own Use***

23. In January 2012, Chris Raggio retained counsel in Japan to investigate the matter and assist in recovery of the bitcoins. His Japanese counsel made a demand to Karpeles for the stolen bitcoin.

24. In March 2012, Chris Raggio received a letter from Karpeles stating that he would not be returning the stolen bitcoins and that McCaleb was the responsible party. Karpeles claimed that he only purchased the assets of MTGOX and not the liabilities. This



is the first time that either McCaleb or Karpeles ever gave any indication to the Raggios that their bitcoins would not be returned.

25. On information and belief, the bitcoins in the Unauthorized Address were ultimately transferred to other Bitcoin addresses controlled by MTGOX. Therefore, the stolen bitcoins were eventually back in the control of either McCaleb or Karpeles.

26. At all times leading up to the March 2012 letter from Karpeles, both McCaleb and Karpeles reassured Raggio that he would get his stolen bitcoins back. There was never a reason for Raggio to believe the stolen bitcoins would not be returned.

27. On information and belief, at all relevant times, MTGOX was not fully solvent. Through mismanagement and hacks, the exchange had lost significant amounts of bitcoins and USD and was operating without a full reserve of bitcoins and USD. Furthermore, on information and belief, both McCaleb and Karpeles were aware of the insolvency at all relevant times. At no point did McCaleb or Karpeles ever notify the MTGOX users of this insolvency. Therefore, while representing to Raggio that they were working to return his bitcoins, McCaleb and Karpeles were, on information and belief, keeping the recovered bitcoins from the Unauthorized Address in the possession of MTGOX for their own use and benefit. At all relevant times, Defendants held out MTGOX to the public as a legitimate business, but in fact operated MTGOX without any regard for corporate formalities, frustrating the contractual expectations of Plaintiffs and other buyers, for the purposes of their fraudulent and wrongful misconduct, and thus abused the corporate form.

28. Around the time he first conveyed an interest in MTGOX to Karpeles, McCaleb withdrew a large number of bitcoins into his personal account, some of which he

dribbled back into MTGOX so that it could meet immediate obligations to clients. He retained a large number for himself, including bitcoins that were the rightful property of the Raggios, to whom McCaleb owed a duty to make whole from their loss of the hacked bitcoins. After McCaleb later sold the rest of his interest in MTGOX, McCaleb went on to found cryptocurrencies Ripple (XRP) and Stellar Lumens (XLM). He stated publicly that he had also sold all of his personal bitcoins to found these other cryptocurrencies. On information and belief, some of the bitcoins that were returned to MTGOX addresses, including some or all of those stolen from the Raggios, were commingled with McCaleb's personal bitcoins and used to fund Ripple and Stellar Lumens.

29. After a falling out with the other founders of Ripple, McCaleb currently has a settlement agreement which entitles him to estimated nine billion (9,000,000,000) XRP (the cryptocurrency for Ripple). As of the time of this filing, XRP is valued at \$0.292. Therefore, the estimated nine billion (9,000,000,000) XRP would have a current total value of approximately \$2,628,000,000.

30. Since the time the Raggios' bitcoins were stolen, Bitcoin has experienced several of what are called "hard forks." After a "hard fork," there exists two separate and distinct blockchains. These blockchains retain the exact same transaction history up to the moment of the hard fork, but each blockchain moving forward is completely independent of the other. As a result, much like a stock split, each address that existed prior to the hard fork now exists on the two separate blockchains, and it retains the exact same amount of cryptocurrency on each blockchain.

31. One prominent hard fork was the Bitcoin Cash ("BCH") hard fork which occurred on August 1, 2017. For example, if an address contained 5 bitcoins on the Bitcoin

blockchain prior to August 1, 2017, that address now contains 5 bitcoins on the Bitcoin blockchain and 5 BCH on the Bitcoin Cash blockchain. As of the time of this filing, Bitcoin Cash is valued at \$505.03. Therefore, the 9406.33 BCH would have a current total value of approximately \$4,750,478.

32. The Bitcoin Cash hard fork is not the only hard fork to occur. Because the Raggios' bitcoins were stolen prior to any of the prominent hard forks, they were deprived of the benefits due to them simply by owning bitcoins at the time of these hard forks.

**COUNT ONE:**  
**BREACH OF MISSISSIPPI UNIFORM COMMERCIAL CODE § 75-2-301**

33. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth here.

34. The Raggios paid Defendants in full for 9,406.33 bitcoins pursuant to a contract between the parties.

35. In accordance with the Mississippi Uniform Commercial Code, Defendants were required "to transfer and deliver" the 9,406.33 bitcoins to the Raggios "in accordance with the contract." Miss. Code Ann. § 75-2-301.

36. Defendants failed "to transfer and deliver" the 9,406.33 bitcoins to the Raggios. Despite repeated requests by the Raggios for delivery of the bitcoins and repeated assurances by Defendants that the bitcoins would be provided, Defendants never delivered the 9,406.33 bitcoins to the Raggios. Accordingly, Defendants have breached their obligations under Miss. Code Ann. § 75-2-301.

**COUNT TWO:**  
**BREACH OF WARRANTY UNDER MISSISSIPPI**  
**UNIFORM COMMERCIAL CODE §§ 75-2-313, 314, AND/OR 315**

37. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth here.

38. Defendants represented that bitcoins purchased by the Raggios would be made available in a manner that allowed the Raggios to transfer the bitcoins to their personal address. This representation was made affirmatively, through communications and contract documents; indirectly, through a description of Defendants' business, which involved selling bitcoins to persons who would then transfer the bitcoins out of the MTGOX exchange; and through prior transactions, whereby the Raggios purchased bitcoins and transferred them to their personal addresses, which served as a model for the bitcoin transaction at issue. Based on this and other conduct and representations of Defendants, the contract between the Raggios and Defendants included an express warranty that the 9,406.33 bitcoins purchased by the Raggios would be made available in a manner that allowed the Raggios to transfer the bitcoins to the Raggios' personal address. *See* Miss. Code Ann. § 75-2-313.

39. Defendants were aware that the Raggios were relying on Defendants to make the 9,406.33 bitcoins purchased by the Raggios available in a manner that allowed the Raggios to transfer the bitcoins to the Raggios' personal address, as this was the parties' standard practice and the very purpose of Defendants' business. Accordingly, the contract between Defendants and the Raggios included an implied warranty that the 9,406.33 bitcoins would be fit for this purpose—i.e., that Defendants would make the bitcoins

available in a manner that allowed the Raggios to transfer the bitcoins to the Raggios' personal address. *See* Miss. Code Ann. § 75-2-315.

40. As with all contracts for the sale of goods by a merchant, the contract between the Raggios and Defendants included an implied warranty of merchantability. This required, at minimum and without limitation, that the bitcoins be “fit for the ordinary purposes for which such goods are used” and “adequately contained [or] packaged.” *See* Miss. Code Ann. § 75-2-314(2)(c), (e).

41. Defendants failed to provide and/or secure the 9,406.33 bitcoins in a manner that permitted the Raggios to transfer the bitcoins to their personal address. Accordingly, Defendants breached the express and implied warranties set forth at Miss. Code Ann. §§ 75-2-313, -314, and/or -315.

**COUNT THREE:**  
**BREACH OF MISSISSIPPI UNIFORM COMMERCIAL CODE § 75-2-503**

42. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth here.

43. Defendants were required to make the 9,406.33 bitcoins purchased by the Raggios “available for the period reasonably necessary to enable the [Raggios] to take possession.” *See* Miss. Code Ann. § 75-2-503(1)(a).

44. Defendants failed to safeguard and make available the 9,406.33 bitcoins for a reasonable period of time to enable the Raggios to take possession and transfer the bitcoins to their personal address. Accordingly, Defendants breached their obligations under Miss. Code Ann. § 75-2-503.

**COUNT FOUR:**  
**DEFENDANTS ARE LIABLE FOR LOSS OF BITCOINS**  
**UNDER MISSISSIPPI UNIFORM COMMERCIAL CODE § 75-2-509**

45. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth here.

46. Defendants bore all risk of loss of the 9,406.33 bitcoins until the Raggios received possession of the bitcoins. *See* Miss. Code Ann. § 75-2-509(3).

47. Defendants never delivered possession of the 9,406.33 bitcoins to the Raggios because the Defendants prohibited the Raggios from transferring the bitcoins to their personal address. Accordingly, Defendants bore all risk that the bitcoins would be stolen.

**COUNT FIVE:**  
**BREACH OF DUTY AS SECURITIES INTERMEDIARY UNDER**  
**MISSISSIPPI UNIFORM COMMERCIAL CODE § 75-8-507**

48. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth here.

49. Defendants operated as a “securities intermediary” because they maintained a “securities account” on the MTGOX exchange for the benefit of the Raggios. *See* Miss. Code Ann. §§ 75-8-105, -501.

50. The Raggios had a “securities entitlement” to all bitcoins credited to their account on the MTGOX exchange, and were authorized to issue “entitlement orders” regarding the transfer of said bitcoins. *See id.*

51. Only the Raggios and their authorized representatives were permitted to issue entitlement orders to Defendants. *See* Miss. Code Ann. §§ 75-8-107.

52. Defendants were required to comply with proper entitlement orders directing a transfer of the bitcoins. *See* Miss. Code Ann. §§ 75-8-507(a). Defendants were not permitted to transfer the bitcoins at the direction any other person.

53. Where a securities intermediary such as Defendants “transfers a financial asset [i.e., bitcoins] pursuant to an ineffective entitlement order, the securities intermediary shall reestablish a security entitlement in favor of the person entitled to it, and pay or credit any payments or distributions that the person did not receive as a result of the wrongful transfer. If the securities intermediary does not reestablish a security entitlement, the securities intermediary is liable to the entitlement holder for damages.” Miss. Code Ann. §§ 75-8-507(b).

54. Defendants transferred or permitted a transfer of 9,406.33 bitcoins out of the Raggios’ MTGOX account pursuant to an ineffective entitlement order. Accordingly, Defendants are legally obligated to replace the 9,406.33 bitcoins or pay to the Raggios an amount not less than the current value of such bitcoins.

**COUNT SIX:**  
**BREACH OF CONTRACT**

55. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth here.

56. Defendants, individually and in concert, have created multiple written and implied contracts in dealing with the Raggios. The Raggios acted in good faith by paying USD for 9,406.33 bitcoins, but Defendants have breached their contracts with Raggios to deliver said bitcoins.

57. Plaintiffs entered into one or more agreements with Defendants whereby Defendants agreed, among other things, to do each of the following with respect to any



monies deposited by Plaintiffs with Defendant Jed McCaleb and MTGOX, in consideration for Plaintiffs' initial acquisition of the bitcoins from or via Defendants, and for the goodwill associated with same and with the services offered:

- a. to accept monies from Plaintiffs, in the form of bitcoins or USD, which Plaintiffs may deposit from time to time;
- b. to keep said monies in a safe and secure manner, consistent with fiduciary obligations commonly imposed upon financial services providers;
- c. to comply with instructions that Plaintiffs may provide from time to time concerning the transfer, investment and disposition of said monies; and
- d. to permit Plaintiffs to withdraw their USD and bitcoins at any time.

Plaintiffs allege that the legal effect of these agreements was to create legally binding obligations on the part of Defendants, individually and in concert.

58. Plaintiffs have performed all conditions, covenants, and promises required of them by said agreements, and in accordance with the terms and conditions thereof.

59. Defendants, individually and in concert, breached the agreements by, among other things: refusing to comply with Plaintiffs' intention of withdrawing the entirety of their bitcoins; permitting the unauthorized withdrawal of their bitcoins; and by failing to disburse the frozen bitcoins of Baron to replace those stolen. Thus Defendants caused Plaintiffs to suffer damages, including but not limited to the loss of their bitcoins.

60. Defendants' breach was deliberate and in bad faith, such as to amount to a tortious breach of contract in its own right, said tort being intentional, wanton, and willful, and thus further making Defendants liable for punitive damages, in an amount sufficient to

punish Defendants and to deter others from defrauding the public in such a manner, and for all reasonable attorney fees, expenses, and costs incurred by Plaintiffs in this civil action

**COUNT SEVEN:**  
**CONSPIRACY**

61. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth here.

62. Plaintiffs are informed and believe, and thereon allege, that each of the Defendants knowingly and willfully conspired and agreed upon themselves to hinder, delay and deprive the Raggios of their rights with respect to their 9,406.33 bitcoins.

63. Plaintiffs are further informed and believe, and thereon allege, that said Defendants, individually and in concert, did the acts and things alleged herein pursuant to, and in furtherance of, the conspiracy and their own agreements with one another, and/or furthered the conspiracy cooperating with, lending aid to, encouraging, ratifying or adopting those acts.

64. Plaintiffs are informed and believe, and thereon allege, that there is not yet any last overt act in furtherance of said conspiracy, in that Defendants, and all of them individually and in concert are continuing to hinder delay and deprive the Raggios of their rights with respect to said bitcoins.

**COUNT EIGHT:**  
**ACCOUNT STATED**

65. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth here.

66. Between 2011 and 2012, accounts were stated in writing between the Plaintiffs on the one hand, and Defendants, on the other hand. Although Defendants have

acknowledged and verified the total number of bitcoins, they have not delivered the 9,406.33 bitcoins purchased and paid for by Plaintiffs. The remaining unreturned portions of said accounts, according to the records of Defendants and Plaintiffs, total approximately 9,406.33 bitcoins as of the date of this complaint, which is now due and owing and which Defendants should pay.

67. Defendants, individually and in concert have failed and refused and continue to fail and refuse to return the remainder of the bitcoins, despite Plaintiffs' demands that they do so. Thus, they owe the remaining 9,406.33 bitcoins and prejudgment and post judgment interest thereon at the maximum legal rate.

**COUNT NINE:**  
**NEGLIGENCE AND GROSS NEGLIGENCE**

68. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth here.

69. At all relevant times, Defendants, individually and in concert, had bitcoins belonging to Plaintiffs in their possession, custody and/or control, and therefore owed Plaintiffs a duty of care with respect to safeguarding said bitcoins. Plaintiffs are informed and believed, and thereon allege, that Defendants, individually and in concert, served as fiduciaries with respect to said bitcoins, and that said role imposed certain fiduciary obligations upon Defendants.

70. Plaintiffs are informed and believe, and thereon allege, that Defendants, individually and in concert, breached their duties to Plaintiffs by negligently performing their obligations, including but not limited to failing to utilize all reasonable and practical safeguards to protect the bitcoins of Plaintiffs and other customers. This allowed a hack to compromise the Raggios' MTGOX account.

71. Plaintiffs suffered certain general, special, incidental and consequential damages as a direct and proximate result of said negligence, including, among other things: the loss of bitcoins; the loss of use of said value of the bitcoins while the present action is pending; changes in the value of said bitcoins due to the fluctuating exchange rate; the necessity of retaining legal counsel to vindicate their rights; etc., all in amounts to be proven at trial.

72. Further, Defendants' negligence was so willful and wanton as to amount to gross negligence, thus entitling Plaintiffs to punitive damages in an amount sufficient to punish Defendants and to deter others from defrauding the public in such a manner, and to all reasonable attorney fees, expenses, and costs incurred by Plaintiffs in this civil action

**COUNT TEN:**  
**CONVERSION**

73. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth here.

74. At all relevant times, Plaintiffs were, and are, the lawful owners of certain bitcoins deposited with Defendants, individually and in concert, as alleged herein. Plaintiffs were entitled to possession of the bitcoins once purchased.

75. Plaintiffs are informed and believe and thereon allege that: upon receiving Plaintiffs' instructions to deliver the bitcoins, Defendants, individually and in concert, converted and took unlawful possession of said bitcoins for their own use and benefit by refusing to return all of the bitcoins paid for and belonging to Plaintiffs. Plaintiffs are further informed and believe and allege that Defendants intentionally and willfully refused to deliver the bitcoins purchased by Plaintiffs.

76. Plaintiffs have suffered certain general, special, incidental and consequential damages as a direct and proximate result of said negligence, including, among other things: the loss of the bitcoins themselves; the loss of use of said bitcoins while the present action is pending; changes in the value of said bitcoins due to fluctuating exchange rates; etc., all in amounts to be proven at trial. Due to the fluctuating nature of bitcoins, Plaintiffs cannot be made whole by being repaid the value of the bitcoins at the time of their conversion. Plaintiffs seek either return of comparable bitcoins or the present cash value of their bitcoins, including all value bestowed by hard forks subsequent to the conversion.

77. Plaintiffs are informed and believe, and thereon allege: that the aforementioned actions and omissions by Defendants, individually and in concert, were intentional or so grossly wanton and willful that they show a conscious disregard for the rights of Plaintiffs. Defendants subjected Plaintiffs to a cruel and unusual hardship in conscious disregard of their rights, all so as to justify an award for exemplary and punitive damages, in an amount sufficient to punish Defendants and to deter others from defrauding the public in such a manner, and for all reasonable attorney fees, expenses, and costs incurred by Plaintiffs in this civil action.

**COUNT ELEVEN:**

**GENERAL AND NOTICE PLEADING OF ALL CAUSES AT LAW & EQUITY  
AND CLAIM FOR A CONSTRUCTIVE TRUST ON CORPORATE ACCOUNTS**

78. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth here.

79. Plaintiffs pray that this court will hear their cause as the facts herein have been plead with specificity and allow Plaintiffs recovery of their bitcoins and all damages generally and specifically under all applicable theories of recovery whether at law or equity.

80. On information and belief, Defendant McCaleb commingled the Raggios' and MTGOX account holders' fiat currency and bitcoins with his own personal bank account and Bitcoin wallet, making it impossible to determine which amounts were personal and which amount belonged to MTGOX account holders. Defendant McCaleb used the Raggios' and account holders' funds for operating expenses at MTGOX and for his own personal benefit. Upon the sale of a majority interest to Mark Karpeles, Defendant McCaleb used the embezzled cash and bitcoins to fund his new ventures, such as Open Coin, Ripple, Stellar and Light Year. Plaintiffs request that this court freeze said corporate accounts so that funds may not be distributed until such time as the Raggios have had an opportunity to be heard and to lay proper claim to their bitcoins or materially similar bitcoins, which, as set forth above, Defendants obtained or hold by abuse of confidence, commission of wrong, and unconscionable conduct, artifice, concealment, and questionable means, and generally against equity and good conscience, such that they hold said bitcoins in a constructive trust for Plaintiffs.

81. Further, on information and belief, Defendants used some or all of Plaintiffs' bitcoins, or of comparable bitcoins which in right and equity should have been given to Plaintiffs in restoration or compensation for the bitcoins Defendants allowed or caused to be unlawfully taken, to invest in and facilitate the creation or propagation of new or alternative cryptocurrencies, from which Defendants have reaped large profits, contrary to the rule of equity that no one should profit from his own wrongdoing. Those profits are held in a constructive trust for Plaintiffs. Defendants should be required to disgorge the appropriate share of those unjustly and inequitably-acquired profits and pay them over to Plaintiffs,

whose bitcoins were used against their consent and in violation of law and against equity and good conscience to further the schemes of Defendants.

**COUNT TWELVE:**  
**SPECIFIC PERFORMANCE**

82. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth here.

83. Plaintiffs paid for 9,406.33 bitcoins with U.S. dollars. Defendants have represented that they will deliver said 9,406.33 bitcoins. Plaintiffs request a judgment of and from Defendants, individually and in concert, for 9,406.33 bitcoins with UTXOs that predate the Bitcoin Cash (August 1, 2017) and Bitcoin Gold (October 24, 2017) hard forks. No other remedy will make Plaintiffs whole.

**COUNT THIRTEEN:**  
**UNJUST ENRICHMENT**

84. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth here.

85. At all relevant times, Plaintiffs were, and are, the lawful owners of certain bitcoins deposited with Defendants. As between Plaintiffs and Defendants, Plaintiffs were entitled to possession of the bitcoins once they provide instructions to Defendants to deliver them, which Plaintiffs have done.

86. Plaintiffs are informed and believe and thereon allege that: upon receiving Plaintiffs' instructions to deliver the bitcoins, Defendants, individually and in concert, converted and took unlawful possession of, said bitcoins for their own use and benefit by refusing to return all of the bitcoins paid for and belonging to Plaintiffs. Plaintiffs are further informed and believe, and thereon allege, that Defendants, individually and in concert,



intentionally, willfully and in flagrant disregard for Plaintiffs' right refused to deliver the bitcoins purchased by Plaintiffs.

87. The circumstances render the Defendants' retention of the Plaintiffs' property inequitable and the Defendants have been unjustly enriched by the retention of the Plaintiffs' property.

88. The Plaintiffs are entitled to damages as a result of the Defendants' unjust enrichment, including the disgorgement of all bitcoins retained by the Defendants, the proceeds for any sale of the bitcoins, all profits received from the invested monies of which profits were received through the conversion of the Plaintiffs' bitcoins, any and all hard forked cryptocurrencies which would be or was received, and any other equitable remedy so available to the Plaintiffs.

**COUNT FOURTEEN:**  
**BAILMENT**

89. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth here.

90. Both at common law and under statute, Defendants acted as bailees for the bitcoins purchased by Plaintiffs, and voluntarily agreed for Plaintiffs to give those bitcoins to them for safekeeping, taking possession but not ownership thereof, for the mutual benefit of bailors and bailees. Defendants failed to exercise the required level of care, such that Plaintiffs' bitcoins were stolen while in Defendants' custody, and Defendants are thus liable to Plaintiffs for return of the bitcoins or materially similar ones, there being no other remedy that will make Plaintiffs whole. In the alternative, Defendants should be required to pay over the present cash value of materially similar bitcoins, including the value of the intervening hard forks.

91. Defendants were grossly negligent in mishandling the bitcoins and failing to exercise the minimal reasonable standard of care for a cryptocurrency exchange, and are thus liable for punitive damages for their wanton and deliberate misconduct, in an amount sufficient to punish Defendants and to deter others from defrauding the public in such a manner, and for all reasonable attorney fees, expenses, and costs incurred by Plaintiffs in this civil action.

**COUNT FIFTEEN:**  
**FRAUD**

92. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth herein.

93. At all times, including in the specific time, place, and manner alleged in the foregoing, Defendants made intentionally false representations to Plaintiffs, including but not limited to that they would keep Plaintiffs' bitcoins safe; that they were providing a safe means for the holding of bitcoins purchased from MTGOX; and that they were diligently investigating the theft of the Raggios' bitcoins with the intent of restoring them to the Raggios or otherwise making good on the theft. Despite their duty to Plaintiffs to keep their bitcoins reasonably safe and to take reasonable measures to recover the stolen bitcoins, Defendants omitted the material facts that MTGOX was not a secure exchange, that Plaintiffs' bitcoins were not reasonably safe in MTGOX accounts, and that Defendants were not in fact diligently investigating the theft of the bitcoins, but rather were seeking to convert them to their own use and benefit. All of these misrepresentations and omissions were material, on the facts set forth above. The Raggios reasonably relied on these

representations and suffered harm thereby as a direct and proximate result, including but not limited to the loss of their bitcoins.

94. Defendants are therefore liable to Plaintiffs for their economic damages incurred, in such an amount as to put Plaintiffs in the same position as if their bitcoins had not been stolen, as well as for punitive damages in an amount sufficient to punish Defendants and to deter others from defrauding the public in such a manner, and for all reasonable attorney fees, expenses, and costs incurred by Plaintiffs in this civil action.

**COUNT SIXTEEN:**  
**NEGLIGENT MISREPRESENTATION**

95. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth herein.

96. As set forth above, Defendants made numerous material misrepresentations to Plaintiffs as well as omitting material facts of high importance, including but not limited to MTGOX's being a secure cryptocurrency exchange when in fact it was not, and to their diligently investigating the theft of the Raggios' bitcoins in an effort to restore them to the Raggios, when in fact they were not. In making these misrepresentations or omissions, Defendants failed to act with the degree of diligence which the public is entitled to expect of the operators of a cryptocurrency exchange. Plaintiffs reasonably relied on those misrepresentations and reasonably relied on Defendants not to omit material facts, and suffered damages as a direct and proximate result, including but not limited to the loss of their bitcoins.

97. Defendants are therefore liable to Plaintiffs for their economic damages incurred, in such an amount as to put Plaintiffs in the same position as if their bitcoins had

not been stolen. Further, Defendants' negligence was so wanton and willful as to amount to gross negligence, thus entitling Plaintiffs to punitive damages in an amount sufficient to punish Defendants and to deter others from defrauding the public in such a manner, and for all reasonable attorney fees, expenses, and costs incurred by Plaintiffs in this civil action.

**COUNT SEVENTEEN:**  
**PUNITIVE DAMAGES**

98. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth herein.

99. The actions of Defendants, individually and/or collectively, were done without a legitimate or arguable reason, and knowingly, willfully, maliciously, and intentionally and/or with reckless disregard for the rights of the Raggios evidencing bad faith on the part of each Defendants, and entitling the Raggios to punitive damages, in an amount to be determined at the trial of this matter, to punish Defendants and to deter others from engaging in the same or similar activities.

**COUNT EIGHTEEN:**  
**CORPORATE OFFICER LIABILITY**

100. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth herein.

101. By participating directly in the misconduct and wrongdoing set forth above, Defendant McCaleb incurred personal liability for all wrongdoing committed by or on behalf of MTGOX, and is liable to Plaintiffs for all damages pleaded herein.

**COUNT NINETEEN:**  
**PIERCING THE CORPORATE VEIL**

102. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth herein.

103. As alleged above, Defendants abused the corporate form of MTGOX, flagrantly disregarding corporate formalities, in the pursuit of fraudulent and wrongful misconduct, and thus frustrating the legitimate expectations of Plaintiffs and other buyers who regarded MTGOX as a legitimate cryptocurrency exchange rather than as a scam operated for the exclusive benefit of Defendants. Defendants are thus personally liable to Plaintiffs for all damages pleaded herein.

**COUNT TWENTY:**  
**BREACH OF FIDUCIARY DUTY**

104. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth herein.

105. Defendants held themselves out to the Raggios and to the public as operating a safe, secure bitcoin exchange. After the Raggios' account was hacked, McCaleb held himself out to the Raggios as using his peculiar knowledge as the MTGOX operator to investigate the theft and to make good their loss. Under those circumstances, the Raggios reasonably and justifiably reposed their trust in Defendants and depended upon them to make good on their representations.

106. Thus, Defendants owed the Raggios a fiduciary duty to keep their bitcoins secure and to make good on any loss due to Defendants' own wrongful deeds and omissions. Defendants breached that duty, causing the Raggios to incur damages as set forth above. Defendants are therefore liable to the Raggios for all damages arising from this breach.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that this court will allow their claim to proceed before a jury and that said jury shall award them their 9,406.33 bitcoins (with UTXOs predating the August 1, 2017, Bitcoin Cash hard fork) against

Defendants, or else money damages sufficient to compensate them for their lost bitcoins and their lost profits and business opportunities following foreseeably, consequentially, and proximately from Defendants' misconduct, thus placing them in the position they would have been in had Defendants' misconduct not occurred and all of them individually and jointly; along with punitive damages, special damages as set forth above, reasonable attorney fees and expenses, all costs herein related to the pursuit of this cause, and any other remedy as to which the Plaintiffs may be entitled.

Respectfully submitted, this \_\_\_ day of September, 2018.

**DR. DONALD RAGGIO**  
**DR. CHRIS RAGGIO**

By:

\_\_\_\_\_  
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**CERTIFICATE OF SERVICE**

I, the undersigned counsel, do hereby certify that on this day, I have electronically filed the foregoing with the Clerk of the Court using the MEC system which sent notification of such filing to the following (except as otherwise shown, in which case service was made via United States mail, postage prepaid):

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So certified, this the \_\_ day of September, 2018.

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ARMIN J. MOELLER, JR.

**From:** [mec.nef@mec.ms.gov](mailto:mec.nef@mec.ms.gov)  
**To:** [mec.nef@mec.ms.gov](mailto:mec.nef@mec.ms.gov)  
**Subject:** Activity in Case 25CI1:14-cv-00071-JAS RAGGIO V MTGOX ET AL Order on Motion for Leave to File  
**Date:** Tuesday, September 18, 2018 2:36:05 PM

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Hinds County Circuit Clerk  
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**Case Name:** RAGGIO V MTGOX ET AL

**Case Number:** [25CI1:14-cv-00071-JAS](#)

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**Document Number:** 229(No document attached)

**Docket Text:**

**[ORDER granting \[228\] Motion for Leave to File. \(CW\)](#)**

**25CI1:14-cv-00071-JAS Notice has been electronically mailed to:**

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**25CI1:14-cv-00071-JAS Parties to the Case:**

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**V.**

**CIVIL ACTION NO. 14-71**

**MTGOX, Inc., a Delaware corporation;  
CODE COLLECTIVE, LLC a New York Limited Liability Company;  
JED McCALEB, an individual**

**DEFENDANTS**

**AMENDED COMPLAINT  
TRIAL BY JURY DEMANDED**

COME NOW the Plaintiffs, Dr. Donald Raggio and Dr. Chris Raggio, and file this their claim for specific performance and damages regarding the purchase of bitcoins, and for cause would show the following, to-wit:

**PARTIES**

1. Dr. Donald Raggio and Dr. Chris Raggio are adult resident citizens of Hinds County, Mississippi, residing in the First Judicial District of Hinds County, Mississippi. The Raggios wired funds and purchased bitcoins from Defendants beginning in 2010.

2. Defendant Jed McCaleb is an adult resident citizen of New York and on information and belief, he may be served with process of this court at 286 Union #1A, Brooklyn, NY 11211. Jed McCaleb, at the relevant times herein was doing business in the State of Mississippi and the United States.

3. Defendant Code Collective, LLC is a New York limited liability company who may be served with process of this court through its registered agent, New York Department of State and at its New York office located at 286 Union #1A, Brooklyn, NY

11211. Defendant Code Collective, LLC conducted business throughout Mississippi and the United States.

4. Defendant MTGOX, Inc. is a Delaware corporation. It is believed that this corporation was formed in 2013 and may be served with process of this court through its agent for service of process, National Corporate Research, LTD located at 615 S. Dupont Hwy, Dover, Delaware 19901. MTGOX, Inc.'s principal place of business is located at Level 15-F, Cerulean Tower, 26-1 Sakuragaoka-cho, Shibuya-ku, Tokyo, Japan 150-8512.

### **JURISDICTION AND VENUE**

5. This Court has personal jurisdiction and venue over Defendants in that they conducted business in this district and the State of Mississippi and the unlawful conduct alleged in the Complaint occurred in, was directed to and/or emanated from this district. Venue is proper in this district because a substantial part of the events or omissions giving rise to the unlawful conduct alleged in this complaint occurred in, was directed to and/or emanated from this district.

### **FACTUAL ALLEGATIONS**

#### ***The Raggios Purchase Bitcoins from MTGOX***

6. In late 2010, Chris and Don Raggio (the "Raggios") signed up for an account on the MTGOX exchange. The purpose of MTGOX was the exchange and deposit of Bitcoin, a digital cryptocurrency. ("Bitcoin" with capitalization is commonly used to describe the concept of Bitcoin or the entire network itself while "bitcoins" are commonly used to describe the unit of account.) MTGOX was owned and operated by Defendants Jed McCaleb and Code Collective, LLC at the time the Raggios created their MTGOX account. Before creating a MTGOX account, Chris Raggio researched Defendant McCaleb,

including several phone conversations with McCaleb, and relied on McCaleb's representations in forming the belief that MTGOX was a competent and reliable bitcoin exchange. On information and belief, the MTGOX website made similar representations as to the exchange's being a secure, trustworthy place to buy and sell bitcoins. The Raggios justifiably reposed their trust in Defendants to act as their fiduciary in holding their bitcoins safely and providing a secure exchange environment. The details of internet security were so technical that clients such as the Raggios had to rely on Defendants' representations.

7. Around the time the Raggios signed up for a MTGOX account, there was no other avenue to make large purchases of bitcoins. This was part of the reason the Raggios chose MTGOX, along with Defendants' representations that it was a safe and reputable place to purchase bitcoins.

8. In order to deposit money into the exchange, the Raggios would wire transfer United States dollars ("USD") from their bank in Jackson, Mississippi directly to Jed McCaleb's personal account. Once McCaleb received the wire transfer, he would personally credit the Raggios' MTGOX account with a USD balance in the same amount that the Raggios wired. The Raggios would use that USD to purchase bitcoins on the exchange. Each transaction on MTGOX included a transaction fee that inured to the benefit of MTGOX, McCaleb, and other Defendants.

9. After the Raggios purchased bitcoins, their MTGOX account would reflect both their balance of bitcoins and their remaining USD balance. The Raggios relied on Defendants' express and implied representation that a MTGOX account was a reasonably secure medium for holding bitcoins. By providing such MTGOX accounts to buyers, MTGOX itself benefited, as these accounts were part of their protocol for profiting from

transaction fees; further, while the bitcoins remained in MTGOX accounts, they were in the possession and control of MTGOX and McCaleb, ostensibly for the benefit of buyers like the Raggios. By providing such accounts to buyers, MTGOX represented that the bitcoins would be safe and assumed a duty to take reasonable measures to keep them safe.

10. The Raggios would routinely remove their bitcoins from MTGOX. After purchasing the bitcoins, they would transfer them from MTGOX to their own personal bitcoin addresses or “wallets.”. These addresses were completely independent of MTGOX. Due to MTGOX policy, they were prohibited from withdrawing more than \$1,000 worth of USD or bitcoins per day (i.e. they could not transfer more than \$1,000 worth of bitcoins out of MTGOX in a given 24-hour period). While the purchased bitcoins remained with MTGOX, they remained in the possession and control of MTGOX.

*The Theft of the Raggios’ Bitcoins*

11. On January 9, 2011, Chris Raggio noticed unauthorized bitcoin withdrawals from their MTGOX account. On January 7, 3,134.8 bitcoins had been transferred out of their account. On January 8, another 3,174.6 bitcoins had been transferred out of their account. On January 9, another 3,096.93 bitcoins had been transferred out of their account. These three withdrawals totaled 9,406.33 bitcoins. The amounts of the withdrawals were such as to withdraw the maximum \$1,000 worth of bitcoins allowed by MTGOX on each day.

12. Contrary to explicit and implicit representations to the public and to the Raggios, MTGOX was operating with grossly unsophisticated security measures that fell far below the contemporary state of the art for an exchange holding valuable commodities such as bitcoins; these defective measures included, but were not limited to, using an unsalted



MD5 protocol for security. This allowed a hack to compromise the Raggios' MTGOX account through no fault of the Raggios, in addition to other inadequate security measures. Defendants knew that their security measures were inadequate but did not take steps to improve them or to warn clients such as the Raggios of the dangers.

13. Immediately upon noticing the unauthorized bitcoin withdrawals, Chris Raggio notified McCaleb, and McCaleb initially advised him to seek out an individual in the Bitcoin community called Theymos in order to potentially track the stolen bitcoins. Chris Raggio also requested that McCaleb monitor the Bitcoin address where his bitcoins had been transferred (the "Unauthorized Address"). McCaleb's actions fell far below what a reasonable exchange operator should have done in response to an apparent hack. Furthermore, McCaleb did not provide the Raggios a list of the Internet Protocol ("IP") addresses that had accessed their MTGOX account, which McCaleb provided to other victims of hacks on MTGOX.

14. The only immediate action McCaleb took was to freeze the Raggios' MTGOX account. McCaleb said he was going to log any IP addresses that attempted to login to the Raggios' MTGOX account in the hope that the person responsible for the unauthorized withdrawals would attempt to login to the Raggios' account again. On information and belief, the individual never attempted to login to the Raggios' account after the third unauthorized withdrawal.

15. The stolen bitcoins were not the only bitcoins in the Raggios' MTGOX account. On January 17, 2011, McCaleb sent Chris Raggio the full amount of remaining bitcoins in the Raggios' MTGOX account to the Raggios' personal address.

*MTGOX Identifies the Thief, but Does Nothing on the Raggios' Behalf*

16. On February 10, 2011, one month after the unauthorized withdrawals, McCaleb emailed Chris Raggio stating that he thought he had found the person responsible for the unauthorized withdrawals, that the user had enough bitcoins in his MTGOX account to repay Chris Raggio, and that he had frozen the user's MTGOX account. McCaleb also stated he wanted "to make sure I'm right before I do anything."

17. On information and belief, McCaleb identified the other MTGOX user (the alleged thief) by linking transactions from the previously mentioned Unauthorized Address to the user's MTGOX account. The alleged thief went by the username "Baron" on MTGOX and on the online Bitcoin message board forums. However, McCaleb did not initially identify the alleged thief as Baron to Chris Raggio. Chris Raggio found out about Baron on the online Bitcoin message board forums.

18. On or around February 11, 2011, McCaleb sold 88% of MTGOX to Mark Karpeles, and McCaleb retained 12% of MTGOX for himself. Despite representing to outside sources that McCaleb sold the entirety of MTGOX to Karpeles, McCaleb continued to play an integral role in MTGOX operations long after the sale date.

19. On February 23, 2011, despite admitting no fault, Baron expressed to McCaleb a willingness to return \$3,000 USD simply to make the situation go away.

20. On February 26, 2011, McCaleb stated to Raggio in an email that "at the very least, this guy is going to give your coins back." McCaleb did not convey Baron's offer to pay \$3,000. Further, McCaleb advised Raggio against recovering the bitcoins at this time, citing McCaleb's purported need to investigate further. Raggio relied on McCaleb's representation that his bitcoins would be returned. This representation was false. McCaleb

had no intent to obtain cash or bitcoins from Baron and return them to the Raggios. Due to other hacks of MTGOX, the exchange was operating on a fractional reserve and would have been unable to pay out all its accounts had there been a run on the exchange. Making false representations to clients like the Raggios, and omitting highly material facts such as those set forth above, was part of Defendants' scheme to continue profiting from MTGOX without rectifying its defects, restoring the deficient bitcoin balance, or compensating hacked clients such as the Raggios.

21. On March 5, 2011, Chris Raggio became aware of McCaleb's sale of MTGOX interest to Karpeles and asked if he should talk to McCaleb or Karpeles moving forward with the recovery of the stolen bitcoins. On March 6, 2011, McCaleb told Chris Raggio that Karpeles would be handling it.

22. Chris Raggio and Mark Karpeles continued to communicate regarding the recovery of the stolen bitcoins, with Karpeles leading Raggio to believe that the stolen bitcoins would at some point be returned to the Raggios. This representation, upon which the Raggios reasonably relied, was false, as neither Karpeles nor McCaleb had any intent to return the bitcoins or otherwise make good on the Raggios' behalf.

***McCaleb and Karpeles Converted the Bitcoins to Their Own Use***

23. In January 2012, Chris Raggio retained counsel in Japan to investigate the matter and assist in recovery of the bitcoins. His Japanese counsel made a demand to Karpeles for the stolen bitcoin.

24. In March 2012, Chris Raggio received a letter from Karpeles stating that he would not be returning the stolen bitcoins and that McCaleb was the responsible party. Karpeles claimed that he only purchased the assets of MTGOX and not the liabilities. This

is the first time that either McCaleb or Karpeles ever gave any indication to the Raggios that their bitcoins would not be returned.

25. On information and belief, the bitcoins in the Unauthorized Address were ultimately transferred to other Bitcoin addresses controlled by MTGOX. Therefore, the stolen bitcoins were eventually back in the control of either McCaleb or Karpeles.

26. At all times leading up to the March 2012 letter from Karpeles, both McCaleb and Karpeles reassured Raggio that he would get his stolen bitcoins back. There was never a reason for Raggio to believe the stolen bitcoins would not be returned.

27. On information and belief, at all relevant times, MTGOX was not fully solvent. Through mismanagement and hacks, the exchange had lost significant amounts of bitcoins and USD and was operating without a full reserve of bitcoins and USD. Furthermore, on information and belief, both McCaleb and Karpeles were aware of the insolvency at all relevant times. At no point did McCaleb or Karpeles ever notify the MTGOX users of this insolvency. Therefore, while representing to Raggio that they were working to return his bitcoins, McCaleb and Karpeles were, on information and belief, keeping the recovered bitcoins from the Unauthorized Address in the possession of MTGOX for their own use and benefit. At all relevant times, Defendants held out MTGOX to the public as a legitimate business, but in fact operated MTGOX without any regard for corporate formalities, frustrating the contractual expectations of Plaintiffs and other buyers, for the purposes of their fraudulent and wrongful misconduct, and thus abused the corporate form.

28. Around the time he first conveyed an interest in MTGOX to Karpeles, McCaleb withdrew a large number of bitcoins into his personal account, some of which he

dribbled back into MTGOX so that it could meet immediate obligations to clients. He retained a large number for himself, including bitcoins that were the rightful property of the Raggios, to whom McCaleb owed a duty to make whole from their loss of the hacked bitcoins. After McCaleb later sold the rest of his interest in MTGOX, McCaleb went on to found cryptocurrencies Ripple (XRP) and Stellar Lumens (XLM). He stated publicly that he had also sold all of his personal bitcoins to found these other cryptocurrencies. On information and belief, some of the bitcoins that were returned to MTGOX addresses, including some or all of those stolen from the Raggios, were commingled with McCaleb's personal bitcoins and used to fund Ripple and Stellar Lumens.

29. After a falling out with the other founders of Ripple, McCaleb currently has a settlement agreement which entitles him to estimated nine billion (9,000,000,000) XRP (the cryptocurrency for Ripple). As of the time of this filing, XRP is valued at \$0.292. Therefore, the estimated nine billion (9,000,000,000) XRP would have a current total value of approximately \$2,628,000,000.

30. Since the time the Raggios' bitcoins were stolen, Bitcoin has experienced several of what are called "hard forks." After a "hard fork," there exists two separate and distinct blockchains. These blockchains retain the exact same transaction history up to the moment of the hard fork, but each blockchain moving forward is completely independent of the other. As a result, much like a stock split, each address that existed prior to the hard fork now exists on the two separate blockchains, and it retains the exact same amount of cryptocurrency on each blockchain.

31. One prominent hard fork was the Bitcoin Cash ("BCH") hard fork which occurred on August 1, 2017. For example, if an address contained 5 bitcoins on the Bitcoin

blockchain prior to August 1, 2017, that address now contains 5 bitcoins on the Bitcoin blockchain and 5 BCH on the Bitcoin Cash blockchain. As of the time of this filing, Bitcoin Cash is valued at \$505.03. Therefore, the 9406.33 BCH would have a current total value of approximately \$4,750,478.

32. The Bitcoin Cash hard fork is not the only hard fork to occur. Because the Raggios' bitcoins were stolen prior to any of the prominent hard forks, they were deprived of the benefits due to them simply by owning bitcoins at the time of these hard forks.

**COUNT ONE:**  
**BREACH OF MISSISSIPPI UNIFORM COMMERCIAL CODE § 75-2-301**

33. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth here.

34. The Raggios paid Defendants in full for 9,406.33 bitcoins pursuant to a contract between the parties.

35. In accordance with the Mississippi Uniform Commercial Code, Defendants were required "to transfer and deliver" the 9,406.33 bitcoins to the Raggios "in accordance with the contract." Miss. Code Ann. § 75-2-301.

36. Defendants failed "to transfer and deliver" the 9,406.33 bitcoins to the Raggios. Despite repeated requests by the Raggios for delivery of the bitcoins and repeated assurances by Defendants that the bitcoins would be provided, Defendants never delivered the 9,406.33 bitcoins to the Raggios. Accordingly, Defendants have breached their obligations under Miss. Code Ann. § 75-2-301.

**COUNT TWO:**  
**BREACH OF WARRANTY UNDER MISSISSIPPI**  
**UNIFORM COMMERCIAL CODE §§ 75-2-313, 314, AND/OR 315**

37. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth here.

38. Defendants represented that bitcoins purchased by the Raggios would be made available in a manner that allowed the Raggios to transfer the bitcoins to their personal address. This representation was made affirmatively, through communications and contract documents; indirectly, through a description of Defendants' business, which involved selling bitcoins to persons who would then transfer the bitcoins out of the MTGOX exchange; and through prior transactions, whereby the Raggios purchased bitcoins and transferred them to their personal addresses, which served as a model for the bitcoin transaction at issue. Based on this and other conduct and representations of Defendants, the contract between the Raggios and Defendants included an express warranty that the 9,406.33 bitcoins purchased by the Raggios would be made available in a manner that allowed the Raggios to transfer the bitcoins to the Raggios' personal address. *See* Miss. Code Ann. § 75-2-313.

39. Defendants were aware that the Raggios were relying on Defendants to make the 9,406.33 bitcoins purchased by the Raggios available in a manner that allowed the Raggios to transfer the bitcoins to the Raggios' personal address, as this was the parties' standard practice and the very purpose of Defendants' business. Accordingly, the contract between Defendants and the Raggios included an implied warranty that the 9,406.33 bitcoins would be fit for this purpose—i.e., that Defendants would make the bitcoins



available in a manner that allowed the Raggios to transfer the bitcoins to the Raggios' personal address. *See* Miss. Code Ann. § 75-2-315.

40. As with all contracts for the sale of goods by a merchant, the contract between the Raggios and Defendants included an implied warranty of merchantability. This required, at minimum and without limitation, that the bitcoins be “fit for the ordinary purposes for which such goods are used” and “adequately contained [or] packaged.” *See* Miss. Code Ann. § 75-2-314(2)(c), (e).

41. Defendants failed to provide and/or secure the 9,406.33 bitcoins in a manner that permitted the Raggios to transfer the bitcoins to their personal address. Accordingly, Defendants breached the express and implied warranties set forth at Miss. Code Ann. §§ 75-2-313, -314, and/or -315.

**COUNT THREE:**  
**BREACH OF MISSISSIPPI UNIFORM COMMERCIAL CODE § 75-2-503**

42. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth here.

43. Defendants were required to make the 9,406.33 bitcoins purchased by the Raggios “available for the period reasonably necessary to enable the [Raggios] to take possession.” *See* Miss. Code Ann. § 75-2-503(1)(a).

44. Defendants failed to safeguard and make available the 9,406.33 bitcoins for a reasonable period of time to enable the Raggios to take possession and transfer the bitcoins to their personal address. Accordingly, Defendants breached their obligations under Miss. Code Ann. § 75-2-503.

**COUNT FOUR:**  
**DEFENDANTS ARE LIABLE FOR LOSS OF BITCOINS**  
**UNDER MISSISSIPPI UNIFORM COMMERCIAL CODE § 75-2-509**

45. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth here.

46. Defendants bore all risk of loss of the 9,406.33 bitcoins until the Raggios received possession of the bitcoins. *See* Miss. Code Ann. § 75-2-509(3).

47. Defendants never delivered possession of the 9,406.33 bitcoins to the Raggios because the Defendants prohibited the Raggios from transferring the bitcoins to their personal address. Accordingly, Defendants bore all risk that the bitcoins would be stolen.

**COUNT FIVE:**  
**BREACH OF DUTY AS SECURITIES INTERMEDIARY UNDER**  
**MISSISSIPPI UNIFORM COMMERCIAL CODE § 75-8-507**

48. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth here.

49. Defendants operated as a “securities intermediary” because they maintained a “securities account” on the MTGOX exchange for the benefit of the Raggios. *See* Miss. Code Ann. §§ 75-8-105, -501.

50. The Raggios had a “securities entitlement” to all bitcoins credited to their account on the MTGOX exchange, and were authorized to issue “entitlement orders” regarding the transfer of said bitcoins. *See id.*

51. Only the Raggios and their authorized representatives were permitted to issue entitlement orders to Defendants. *See* Miss. Code Ann. §§ 75-8-107.

52. Defendants were required to comply with proper entitlement orders directing a transfer of the bitcoins. *See* Miss. Code Ann. §§ 75-8-507(a). Defendants were not permitted to transfer the bitcoins at the direction any other person.

53. Where a securities intermediary such as Defendants “transfers a financial asset [i.e., bitcoins] pursuant to an ineffective entitlement order, the securities intermediary shall reestablish a security entitlement in favor of the person entitled to it, and pay or credit any payments or distributions that the person did not receive as a result of the wrongful transfer. If the securities intermediary does not reestablish a security entitlement, the securities intermediary is liable to the entitlement holder for damages.” Miss. Code Ann. §§ 75-8-507(b).

54. Defendants transferred or permitted a transfer of 9,406.33 bitcoins out of the Raggios’ MTGOX account pursuant to an ineffective entitlement order. Accordingly, Defendants are legally obligated to replace the 9,406.33 bitcoins or pay to the Raggios an amount not less than the current value of such bitcoins.

**COUNT SIX:**  
**BREACH OF CONTRACT**

55. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth here.

56. Defendants, individually and in concert, have created multiple written and implied contracts in dealing with the Raggios. The Raggios acted in good faith by paying USD for 9,406.33 bitcoins, but Defendants have breached their contracts with Raggios to deliver said bitcoins.

57. Plaintiffs entered into one or more agreements with Defendants whereby Defendants agreed, among other things, to do each of the following with respect to any

monies deposited by Plaintiffs with Defendant Jed McCaleb and MTGOX, in consideration for Plaintiffs' initial acquisition of the bitcoins from or via Defendants, and for the goodwill associated with same and with the services offered:

- a. to accept monies from Plaintiffs, in the form of bitcoins or USD, which Plaintiffs may deposit from time to time;
- b. to keep said monies in a safe and secure manner, consistent with fiduciary obligations commonly imposed upon financial services providers;
- c. to comply with instructions that Plaintiffs may provide from time to time concerning the transfer, investment and disposition of said monies; and
- d. to permit Plaintiffs to withdraw their USD and bitcoins at any time.

Plaintiffs allege that the legal effect of these agreements was to create legally binding obligations on the part of Defendants, individually and in concert.

58. Plaintiffs have performed all conditions, covenants, and promises required of them by said agreements, and in accordance with the terms and conditions thereof.

59. Defendants, individually and in concert, breached the agreements by, among other things: refusing to comply with Plaintiffs' intention of withdrawing the entirety of their bitcoins; permitting the unauthorized withdrawal of their bitcoins; and by failing to disburse the frozen bitcoins of Baron to replace those stolen. Thus Defendants caused Plaintiffs to suffer damages, including but not limited to the loss of their bitcoins.

60. Defendants' breach was deliberate and in bad faith, such as to amount to a tortious breach of contract in its own right, said tort being intentional, wanton, and willful, and thus further making Defendants liable for punitive damages, in an amount sufficient to

punish Defendants and to deter others from defrauding the public in such a manner, and for all reasonable attorney fees, expenses, and costs incurred by Plaintiffs in this civil action

**COUNT SEVEN:**  
**CONSPIRACY**

61. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth here.

62. Plaintiffs are informed and believe, and thereon allege, that each of the Defendants knowingly and willfully conspired and agreed upon themselves to hinder, delay and deprive the Raggios of their rights with respect to their 9,406.33 bitcoins.

63. Plaintiffs are further informed and believe, and thereon allege, that said Defendants, individually and in concert, did the acts and things alleged herein pursuant to, and in furtherance of, the conspiracy and their own agreements with one another, and/or furthered the conspiracy cooperating with, lending aid to, encouraging, ratifying or adopting those acts.

64. Plaintiffs are informed and believe, and thereon allege, that there is not yet any last overt act in furtherance of said conspiracy, in that Defendants, and all of them individually and in concert are continuing to hinder delay and deprive the Raggios of their rights with respect to said bitcoins.

**COUNT EIGHT:**  
**ACCOUNT STATED**

65. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth here.

66. Between 2011 and 2012, accounts were stated in writing between the Plaintiffs on the one hand, and Defendants, on the other hand. Although Defendants have

acknowledged and verified the total number of bitcoins, they have not delivered the 9,406.33 bitcoins purchased and paid for by Plaintiffs. The remaining unreturned portions of said accounts, according to the records of Defendants and Plaintiffs, total approximately 9,406.33 bitcoins as of the date of this complaint, which is now due and owing and which Defendants should pay.

67. Defendants, individually and in concert have failed and refused and continue to fail and refuse to return the remainder of the bitcoins, despite Plaintiffs' demands that they do so. Thus, they owe the remaining 9,406.33 bitcoins and prejudgment and post judgment interest thereon at the maximum legal rate.

**COUNT NINE:**  
**NEGLIGENCE AND GROSS NEGLIGENCE**

68. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth here.

69. At all relevant times, Defendants, individually and in concert, had bitcoins belonging to Plaintiffs in their possession, custody and/or control, and therefore owed Plaintiffs a duty of care with respect to safeguarding said bitcoins. Plaintiffs are informed and believed, and thereon allege, that Defendants, individually and in concert, served as fiduciaries with respect to said bitcoins, and that said role imposed certain fiduciary obligations upon Defendants.

70. Plaintiffs are informed and believe, and thereon allege, that Defendants, individually and in concert, breached their duties to Plaintiffs by negligently performing their obligations, including but not limited to failing to utilize all reasonable and practical safeguards to protect the bitcoins of Plaintiffs and other customers. This allowed a hack to compromise the Raggios' MTGOX account.

71. Plaintiffs suffered certain general, special, incidental and consequential damages as a direct and proximate result of said negligence, including, among other things: the loss of bitcoins; the loss of use of said value of the bitcoins while the present action is pending; changes in the value of said bitcoins due to the fluctuating exchange rate; the necessity of retaining legal counsel to vindicate their rights; etc., all in amounts to be proven at trial.

72. Further, Defendants' negligence was so willful and wanton as to amount to gross negligence, thus entitling Plaintiffs to punitive damages in an amount sufficient to punish Defendants and to deter others from defrauding the public in such a manner, and to all reasonable attorney fees, expenses, and costs incurred by Plaintiffs in this civil action

**COUNT TEN:**  
**CONVERSION**

73. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth here.

74. At all relevant times, Plaintiffs were, and are, the lawful owners of certain bitcoins deposited with Defendants, individually and in concert, as alleged herein. Plaintiffs were entitled to possession of the bitcoins once purchased.

75. Plaintiffs are informed and believe and thereon allege that: upon receiving Plaintiffs' instructions to deliver the bitcoins, Defendants, individually and in concert, converted and took unlawful possession of said bitcoins for their own use and benefit by refusing to return all of the bitcoins paid for and belonging to Plaintiffs. Plaintiffs are further informed and believe and allege that Defendants intentionally and willfully refused to deliver the bitcoins purchased by Plaintiffs.



76. Plaintiffs have suffered certain general, special, incidental and consequential damages as a direct and proximate result of said negligence, including, among other things: the loss of the bitcoins themselves; the loss of use of said bitcoins while the present action is pending; changes in the value of said bitcoins due to fluctuating exchange rates; etc., all in amounts to be proven at trial. Due to the fluctuating nature of bitcoins, Plaintiffs cannot be made whole by being repaid the value of the bitcoins at the time of their conversion. Plaintiffs seek either return of comparable bitcoins or the present cash value of their bitcoins, including all value bestowed by hard forks subsequent to the conversion.

77. Plaintiffs are informed and believe, and thereon allege: that the aforementioned actions and omissions by Defendants, individually and in concert, were intentional or so grossly wanton and willful that they show a conscious disregard for the rights of Plaintiffs. Defendants subjected Plaintiffs to a cruel and unusual hardship in conscious disregard of their rights, all so as to justify an award for exemplary and punitive damages, in an amount sufficient to punish Defendants and to deter others from defrauding the public in such a manner, and for all reasonable attorney fees, expenses, and costs incurred by Plaintiffs in this civil action.

**COUNT ELEVEN:**  
**GENERAL AND NOTICE PLEADING OF ALL CAUSES AT LAW & EQUITY**  
**AND CLAIM FOR A CONSTRUCTIVE TRUST ON CORPORATE ACCOUNTS**

78. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth here.

79. Plaintiffs pray that this court will hear their cause as the facts herein have been plead with specificity and allow Plaintiffs recovery of their bitcoins and all damages generally and specifically under all applicable theories of recovery whether at law or equity.

80. On information and belief, Defendant McCaleb commingled the Raggios' and MTGOX account holders' fiat currency and bitcoins with his own personal bank account and Bitcoin wallet, making it impossible to determine which amounts were personal and which amount belonged to MTGOX account holders. Defendant McCaleb used the Raggios' and account holders' funds for operating expenses at MTGOX and for his own personal benefit. Upon the sale of a majority interest to Mark Karpeles, Defendant McCaleb used the embezzled cash and bitcoins to fund his new ventures, such as Open Coin, Ripple, Stellar and Light Year. Plaintiffs request that this court freeze said corporate accounts so that funds may not be distributed until such time as the Raggios have had an opportunity to be heard and to lay proper claim to their bitcoins or materially similar bitcoins, which, as set forth above, Defendants obtained or hold by abuse of confidence, commission of wrong, and unconscionable conduct, artifice, concealment, and questionable means, and generally against equity and good conscience, such that they hold said bitcoins in a constructive trust for Plaintiffs.

81. Further, on information and belief, Defendants used some or all of Plaintiffs' bitcoins, or of comparable bitcoins which in right and equity should have been given to Plaintiffs in restoration or compensation for the bitcoins Defendants allowed or caused to be unlawfully taken, to invest in and facilitate the creation or propagation of new or alternative cryptocurrencies, from which Defendants have reaped large profits, contrary to the rule of equity that no one should profit from his own wrongdoing. Those profits are held in a constructive trust for Plaintiffs. Defendants should be required to disgorge the appropriate share of those unjustly and inequitably-acquired profits and pay them over to Plaintiffs,

whose bitcoins were used against their consent and in violation of law and against equity and good conscience to further the schemes of Defendants.

**COUNT TWELVE:**  
**SPECIFIC PERFORMANCE**

82. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth here.

83. Plaintiffs paid for 9,406.33 bitcoins with U.S. dollars. Defendants have represented that they will deliver said 9,406.33 bitcoins. Plaintiffs request a judgment of and from Defendants, individually and in concert, for 9,406.33 bitcoins with UTXOs that predate the Bitcoin Cash (August 1, 2017) and Bitcoin Gold (October 24, 2017) hard forks. No other remedy will make Plaintiffs whole.

**COUNT THIRTEEN:**  
**UNJUST ENRICHMENT**

84. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth here.

85. At all relevant times, Plaintiffs were, and are, the lawful owners of certain bitcoins deposited with Defendants. As between Plaintiffs and Defendants, Plaintiffs were entitled to possession of the bitcoins once they provide instructions to Defendants to deliver them, which Plaintiffs have done.

86. Plaintiffs are informed and believe and thereon allege that: upon receiving Plaintiffs' instructions to deliver the bitcoins, Defendants, individually and in concert, converted and took unlawful possession of, said bitcoins for their own use and benefit by refusing to return all of the bitcoins paid for and belonging to Plaintiffs. Plaintiffs are further informed and believe, and thereon allege, that Defendants, individually and in concert,

intentionally, willfully and in flagrant disregard for Plaintiffs' right refused to deliver the bitcoins purchased by Plaintiffs.

87. The circumstances render the Defendants' retention of the Plaintiffs' property inequitable and the Defendants have been unjustly enriched by the retention of the Plaintiffs' property.

88. The Plaintiffs are entitled to damages as a result of the Defendants' unjust enrichment, including the disgorgement of all bitcoins retained by the Defendants, the proceeds for any sale of the bitcoins, all profits received from the invested monies of which profits were received through the conversion of the Plaintiffs' bitcoins, any and all hard forked cryptocurrencies which would be or was received, and any other equitable remedy so available to the Plaintiffs.

**COUNT FOURTEEN:**  
**BAILMENT**

89. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth here.

90. Both at common law and under statute, Defendants acted as bailees for the bitcoins purchased by Plaintiffs, and voluntarily agreed for Plaintiffs to give those bitcoins to them for safekeeping, taking possession but not ownership thereof, for the mutual benefit of bailors and bailees. Defendants failed to exercise the required level of care, such that Plaintiffs' bitcoins were stolen while in Defendants' custody, and Defendants are thus liable to Plaintiffs for return of the bitcoins or materially similar ones, there being no other remedy that will make Plaintiffs whole. In the alternative, Defendants should be required to pay over the present cash value of materially similar bitcoins, including the value of the intervening hard forks.

91. Defendants were grossly negligent in mishandling the bitcoins and failing to exercise the minimal reasonable standard of care for a cryptocurrency exchange, and are thus liable for punitive damages for their wanton and deliberate misconduct, in an amount sufficient to punish Defendants and to deter others from defrauding the public in such a manner, and for all reasonable attorney fees, expenses, and costs incurred by Plaintiffs in this civil action.

**COUNT FIFTEEN:**  
**FRAUD**

92. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth herein.

93. At all times, including in the specific time, place, and manner alleged in the foregoing, Defendants made intentionally false representations to Plaintiffs, including but not limited to that they would keep Plaintiffs' bitcoins safe; that they were providing a safe means for the holding of bitcoins purchased from MTGOX; and that they were diligently investigating the theft of the Raggios' bitcoins with the intent of restoring them to the Raggios or otherwise making good on the theft. Despite their duty to Plaintiffs to keep their bitcoins reasonably safe and to take reasonable measures to recover the stolen bitcoins, Defendants omitted the material facts that MTGOX was not a secure exchange, that Plaintiffs' bitcoins were not reasonably safe in MTGOX accounts, and that Defendants were not in fact diligently investigating the theft of the bitcoins, but rather were seeking to convert them to their own use and benefit. All of these misrepresentations and omissions were material, on the facts set forth above. The Raggios reasonably relied on these

representations and suffered harm thereby as a direct and proximate result, including but not limited to the loss of their bitcoins.

94. Defendants are therefore liable to Plaintiffs for their economic damages incurred, in such an amount as to put Plaintiffs in the same position as if their bitcoins had not been stolen, as well as for punitive damages in an amount sufficient to punish Defendants and to deter others from defrauding the public in such a manner, and for all reasonable attorney fees, expenses, and costs incurred by Plaintiffs in this civil action.

**COUNT SIXTEEN:**  
**NEGLIGENT MISREPRESENTATION**

95. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth herein.

96. As set forth above, Defendants made numerous material misrepresentations to Plaintiffs as well as omitting material facts of high importance, including but not limited to MTGOX's being a secure cryptocurrency exchange when in fact it was not, and to their diligently investigating the theft of the Raggios' bitcoins in an effort to restore them to the Raggios, when in fact they were not. In making these misrepresentations or omissions, Defendants failed to act with the degree of diligence which the public is entitled to expect of the operators of a cryptocurrency exchange. Plaintiffs reasonably relied on those misrepresentations and reasonably relied on Defendants not to omit material facts, and suffered damages as a direct and proximate result, including but not limited to the loss of their bitcoins.

97. Defendants are therefore liable to Plaintiffs for their economic damages incurred, in such an amount as to put Plaintiffs in the same position as if their bitcoins had

not been stolen. Further, Defendants' negligence was so wanton and willful as to amount to gross negligence, thus entitling Plaintiffs to punitive damages in an amount sufficient to punish Defendants and to deter others from defrauding the public in such a manner, and for all reasonable attorney fees, expenses, and costs incurred by Plaintiffs in this civil action.

**COUNT SEVENTEEN:**  
**PUNITIVE DAMAGES**

98. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth herein.

99. The actions of Defendants, individually and/or collectively, were done without a legitimate or arguable reason, and knowingly, willfully, maliciously, and intentionally and/or with reckless disregard for the rights of the Raggios evidencing bad faith on the part of each Defendants, and entitling the Raggios to punitive damages, in an amount to be determined at the trial of this matter, to punish Defendants and to deter others from engaging in the same or similar activities.

**COUNT EIGHTEEN:**  
**CORPORATE OFFICER LIABILITY**

100. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth herein.

101. By participating directly in the misconduct and wrongdoing set forth above, Defendant McCaleb incurred personal liability for all wrongdoing committed by or on behalf of MTGOX, and is liable to Plaintiffs for all damages pleaded herein.

**COUNT NINETEEN:**  
**PIERCING THE CORPORATE VEIL**

102. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth herein.



103. As alleged above, Defendants abused the corporate form of MTGOX, flagrantly disregarding corporate formalities, in the pursuit of fraudulent and wrongful misconduct, and thus frustrating the legitimate expectations of Plaintiffs and other buyers who regarded MTGOX as a legitimate cryptocurrency exchange rather than as a scam operated for the exclusive benefit of Defendants. Defendants are thus personally liable to Plaintiffs for all damages pleaded herein.

**COUNT TWENTY:**  
**BREACH OF FIDUCIARY DUTY**

104. Plaintiffs incorporate and adopt by reference each of the preceding paragraphs as fully set forth herein.

105. Defendants held themselves out to the Raggios and to the public as operating a safe, secure bitcoin exchange. After the Raggios' account was hacked, McCaleb held himself out to the Raggios as using his peculiar knowledge as the MTGOX operator to investigate the theft and to make good their loss. Under those circumstances, the Raggios reasonably and justifiably reposed their trust in Defendants and depended upon them to make good on their representations.

106. Thus, Defendants owed the Raggios a fiduciary duty to keep their bitcoins secure and to make good on any loss due to Defendants' own wrongful deeds and omissions. Defendants breached that duty, causing the Raggios to incur damages as set forth above. Defendants are therefore liable to the Raggios for all damages arising from this breach.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that this court will allow their claim to proceed before a jury and that said jury shall award them their 9,406.33 bitcoins (with UTXOs predating the August 1, 2017, Bitcoin Cash hard fork) against

Defendants, or else money damages sufficient to compensate them for their lost bitcoins and their lost profits and business opportunities following foreseeably, consequentially, and proximately from Defendants' misconduct, thus placing them in the position they would have been in had Defendants' misconduct not occurred and all of them individually and jointly; along with punitive damages, special damages as set forth above, reasonable attorney fees and expenses, all costs herein related to the pursuit of this cause, and any other remedy as to which the Plaintiffs may be entitled.

Respectfully submitted, this 18th day of September, 2018.

**DR. DONALD RAGGIO**  
**DR. CHRIS RAGGIO**

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CERTIFICATE OF SERVICE

I, the undersigned counsel, do hereby certify that on this day, I have electronically filed the foregoing with the Clerk of the Court using the MEC system which sent notification of such filing to the following (except as otherwise shown, in which case service was made via United States mail, postage prepaid):

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So certified, this the 18th day of September, 2018.

s/ Armin J. Moeller, Jr.  
ARMIN J. MOELLER, JR.

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT  
HINDS COUNTY, MISSISSIPPI**

**DR. DONALD RAGGIO  
DR. CHRIS RAGGIO**

**PLAINTIFFS**

**V.**

**CAUSE NO. 14-71**

**MTGOX, Inc., a Delaware corporation;  
CODE COLLECTIVE, LLC, a New York limited liability company;  
JED McCALEB, an individual;**

**DEFENDANTS**

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**JED MCCALED AND CODE COLLECTIVE, LLC'S MOTION TO DISMISS  
PLAINTIFFS' CLAIMS AND INCORPORATED MEMORANDUM IN SUPPORT**

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After four and a half years of litigation, Plaintiffs still cannot state a claim upon which relief can be granted. Defendants Jed McCaleb and Code Collective, LLC (collectively, "McCaleb") move the Court to dismiss Plaintiffs' claims pursuant to Rule 12(b)(6) of the Mississippi Rules of Civil Procedure. Plaintiffs' claims also are time-barred because they waited more than three years from the alleged theft of their bitcoins to file this lawsuit. And Plaintiffs' attempt to circumvent the statute of limitation by asserting claims under the Uniform Commercial Code also fails. Plaintiffs' claims must be dismissed.

**ARGUMENT**

When analyzing a motion for dismissal under Rule 12(b)(6), "[t]he allegations in the complaint must be taken as true and the motion should not be granted unless it appears beyond a doubt that [Plaintiffs] will be unable to prove any set of facts in support of their claim." *Lowe v. Lowndes County Bldg. Inspection Dept.*, 760 So.2d 711, 713 (Miss. 2000). For the reasons set forth below, Plaintiffs' claims must be dismissed.

**I. COUNTS ONE THROUGH FOUR MUST BE DISMISSED BECAUSE UCC CHAPTER 2 DOES NOT APPLY**

*a. McCaleb was not a seller and did not sell anything to Plaintiffs*

Counts One through Four of Plaintiffs' Amended Complaint (the "UCC Counts") are based on Chapter 2 of the UCC. *See* Miss. Code Ann. §75-2-301, §75-2-313, §75-2-314, §75-2-315, §75-2-503, and §75-2-509. The UCC Counts all pertain to the obligations of "sellers" under the UCC. The UCC defines a "seller" as "a person who sells or contracts to sell goods," *id.* at §75-2-103(1)(d), and a "sale" as "passing of title from the seller to the buyer for a price." *Id.* at §75-2-106(1).

Here, Plaintiffs have not alleged McCaleb was a "seller" or that a "sale" took place between Plaintiffs and McCaleb. Rather, Plaintiffs allege only that McCaleb, through the MTGOX exchange, provided an "exchange," "medium," "avenue," "place," or "environment" where buyers (Plaintiffs) and sellers (third parties) could connect to transact bitcoins. *See* First Amended Complaint ("FAC") at ¶¶ 6-10.

The Federal Circuit recently addressed an analogous set of facts in deciding that Amazon.com is not a "seller" under UCC Chapter 2 when it hosts third-party sellers on its website. *See Milo & Gabby LLC v. Amazon.com, Inc.*, 693 Fed.Appx. 879 (Fed. Cir. 2017). Although Amazon performed "fulfillment services" for those sellers, including briefly taking possession of the items being sold, the court concluded Amazon was *not* a seller: "while Amazon's services made it easier for third parties to consummate a sale, the third parties remained the sellers." *Id.*, 693 Fed. Appx. at 886-88.

Likewise, Plaintiffs' allegations regarding McCaleb do not make him a "seller." Plaintiffs have not alleged McCaleb sold them anything. The UCC Counts therefore should be dismissed.

*b. Bitcoins are not goods*

UCC Chapter 2 is expressly limited to “transactions in goods.” Miss. Code. Ann. § 75-2-102. The UCC Counts must be dismissed because bitcoins are not “goods” and are therefore outside the scope of Chapter 2.

The UCC defines “goods” as “all things [] which are movable at the time of identification to the contract for sale,” but excluding “money,” “securities,” and “things in action.” Miss. Code. Ann. § 75-2-105. Bitcoins are a virtual currency, not movable things, and not goods. At least one court has recognized that bitcoins are “a currency or form of money” that “*can be used to purchase goods or services.*” *SEC v. Shavers*, 2013 WL 4028182, \*2 (E.D. Tex. 2013) (emphasis added); *See also* FAC at ¶ 8 (explaining that Bitcoin is “a digital cryptocurrency”). Accordingly, because bitcoins are not “goods” under the UCC, the UCC Counts should be dismissed.

*c. McCaleb delivered the bitcoins to Plaintiffs*

Even if McCaleb were a seller and bitcoins were goods, the UCC Counts—all of which relate to McCaleb’s alleged failure to deliver bitcoins to Plaintiffs—fail because the Amended Complaint acknowledges that the bitcoins were delivered to Plaintiffs’ MTGOX account. FAC at ¶¶ 9-10. Indeed, the allegations that form the core of Plaintiffs’ suit, *i.e.*, that the bitcoins were allegedly later “stolen” from their MTGOX account, demonstrate that the bitcoins had been delivered to Plaintiffs. Plaintiffs’ allegation that they “routinely” transferred bitcoins from their MTGOX account to their personal bitcoin addresses or “wallets” further demonstrates that they were in possession of the bitcoins and controlled their removal. *Id.* at ¶¶ 9-10. Moreover, the allegedly unauthorized transfers came from Plaintiffs’ account, demonstrating they also had possession and control over the specific bitcoins that were stolen. *Id.* at ¶ 11.



Plaintiffs' lawsuit blames McCaleb for a third party's theft of their bitcoins from the MTGOX platform. With the UCC Counts, Plaintiffs have tried to shoehorn those facts into claims that McCaleb failed to "deliver" "goods" or provided defective "goods." But those claims are not viable and must be dismissed.

## **II. COUNT FIVE MUST BE DISMISSED BECAUSE BITCOINS ARE NOT SECURITIES UNDER UCC CHAPTER 8**

Just as the UCC Counts mischaracterized bitcoins as goods, Count Five relies on mischaracterizing bitcoins as securities. Count Five alleges a violation under UCC Chapter 8, which covers investment securities.<sup>1</sup> *See* Miss. Code Ann. § 75-8-507. Chapter 8's definition of "security" and its rules for determining whether interests constitute securities do not support a conclusion that bitcoins are securities. *See* Miss. Code. Ann. §§ 75-8-102 and 75-8-103.

Under UCC Chapter 8, a security must have an "issuer" and is typically backed by some equity interest in the issuer or some other property of the issuer. *See* Miss. Code. Ann. §§ 75-8-102(15) (defining "security"), 75-8-103(a), & 75-8-201 (defining "issuer"). Bitcoins, on the other hand, have no issuer, and Plaintiffs do not allege otherwise. Furthermore, bitcoins are "unbacked by any real asset and without specie, such as coin or precious metal." *United States v. 50.44 Bitcoins*, 2016 WL 3049166, FN1 (D. Md. May 31, 2016). Bitcoin is "a peer-to-peer payment network that uses digital currency [and] is decentralized, with no authority overseeing its operation, [using] open-source encryption software for transactions." *Morici v. Hashfast Technologies LLC*, 2015 WL 906005, FN1 (N.D. Cal. February 27, 2015). Because they have no issuer, bitcoins are not "securities" within the meaning of the UCC.

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<sup>1</sup> As stated above, UCC Chapter 2 expressly excludes "securities" from the definition of "goods." Thus, to the extent a bitcoin is a security, Chapter 2 cannot apply. At any rate, bitcoins are neither "goods" nor "securities."

Recent public statements from U.S. Securities and Exchange Commission officials (including its Chairman) support the conclusion that bitcoins are not a security. *See* Louise Matsakis, *Rest Easy, Cryptocurrency Fans: Either and Bitcoin Aren't Securities*, Wired Magazine, June 14, 2018 (available at <https://www.wired.com/story/sec-ether-bitcoin-not-securities/>). Because bitcoins are not securities, Count Five fails to state a claim.

### **III. COUNTS SIX THROUGH TEN, FOURTEEN THROUGH SIXTEEN, EIGHTEEN, AND TWENTY ARE BARRED BY THE STATUTE OF LIMITATIONS**

A three-year statute of limitations applies to Plaintiffs' claims for breach of contract, conversion, negligence, conspiracy, fraud, negligent misrepresentation, bailment, breach of fiduciary duty, and account stated. *See, e.g.*, Miss. Code Ann. § 15-1-49 (three-year catch-all statute of limitations); *see also, Wallace v. Greenville Pub. Sch. Dist.*, 142 So. 3d 1104, 1106 (Miss. Ct. App. 2014) (breach of contract); *Smith v. DiMa Homes, Inc.*, 74 So. 3d 377, 378 (Miss. Ct. App. 2011) (negligence); *WW, Inc. v. Rainbow Casino-Vicksburg P'ship, L.P.*, 68 So. 3d 1290 (Miss. 2011) (conversion); *Carter v. Citigroup Inc.*, 938 So. 2d 809, 817 (Miss. 2006) (conspiracy is contingent on other claims and is, therefore, subject to three-year limitation period); Miss. Code Ann. § 15-1-29 (account stated); *Andrus v. Ellis*, 887 So.2d 175, 178 (Miss. 2004) (fraud and negligent misrepresentation); *Carter v. Citigroup Inc.*, 938 So.2d 809, 817 (Miss. 2006) (breach of fiduciary duty). Because it is derivative of the breach of contract claim, the specific performance claim is likewise governed by the three-year statute of limitations. *See, e.g., McKenzie v. Mississippi Mun. Serv. Co.*, 2016 WL 3044732, at \*3 (Miss. Ct. App. 2016).

As stated above, the core of Plaintiffs' complaint is blaming McCaleb for the theft of bitcoins from their MTGOX account—a claim for conversion or negligence, depending on the level of scienter they attribute to McCaleb. Plaintiffs' other claims are attempts to circumvent the

statute of limitations with creative pleading—an approach that Mississippi courts consistently reject. *See, e.g., Howard v. Wilson*, 62 So. 3d 955, 956 (Miss. 2011); *see also, Sanderson Farms, Inc. v. McCullough*, 212 So. 3d 69, 74-75, 80 (Miss. 2017); *Sharkey v. Barber*, 188 So. 3d 1245, 1247 (Miss. Ct. App. 2016). Plaintiffs’ claims for breach of contract, specific performance, breach of the Mississippi UCC, account stated, and constructive trust are awkward attempts to recharacterize their claims to avoid the statute of limitations, especially to the extent these claims are anchored in correspondence between McCaleb and Plaintiffs *after* the theft. The statute of limitations analysis for this case should proceed based on Mississippi’s treatment of conversion and negligence claims.

Plaintiffs allege that on January 9, 2011, they discovered that their bitcoins had been stolen. FAC at ¶ 11. The statute of limitations runs on negligence and conversion claims when plaintiffs know of their injury. *Covington County Bank v. Magee*, 177 So. 3d 826, 829 (Miss. 2015) (“a conversion claim accrues at the time when the property is stolen”); *Angle v. Koppers, Inc.*, 42 So. 3d 1, 5-7 (Miss. 2010) (negligence action accrues upon discovery of injury). No matter how Plaintiffs attempt to reframe their claims, the injury is the same: the theft of their bitcoins. They discovered this injury on January 9, 2011—more than three years before they brought suit—and their claims therefore are time-barred.

Even if the Court does not treat Plaintiffs’ other claims as disguised conversion and negligence claims, the statute of limitations still has run for those claims. Plaintiffs’ breach of contract, specific performance, account stated, breach of fiduciary duty, bailment, and negligent misrepresentation claims are premised on McCaleb’s alleged failure to “protect” and/or “deliver” the bitcoins. FAC at ¶¶ 57-59, 65-66, 82-83, 89-91, 95-96, 104-105. Setting aside that the bitcoins *were* in fact delivered (*see* above at Section I(c)), the statute of limitations for these claims ran

from the time of the alleged breaches. *See, e.g., Johnson v. Crisler*, 125 So. 724, 724-25 (Miss. 1930) (breach of contract action accrues at time of breach); *First Trust Nat. Ass'n v. First Nat. Bank of Commerce*, 220 F.3d 331, 335 (5th Cir. 2000) (applying Mississippi law, breach of fiduciary duty limitations period runs from breach of underlying contract); *CitiFinancial Mortg. Co., Inc. v. Washington*, 967 So.2d 16, 19 (Miss. 2007) (negligent misrepresentation limitations period runs from notice of breach).

Taking the facts pled in the Amended Complaint as true, Plaintiffs knew the moment they discovered the theft that McCaleb had: (1) breached his contract to keep the bitcoins safe (Count Six); (2) negligently safeguarded Plaintiffs' bitcoins (Count Nine); (3) failed and refused to deliver the bitcoins purchased by Plaintiffs (Counts Eight and Ten); (4) failed to exercise the required level of care as bailee to safeguard the bitcoins (Count Fourteen); (5) fraudulently and/or negligently misrepresented that MTGOX was a secure cryptocurrency exchange (Counts Fifteen and Sixteen); and, (6) breached his fiduciary duty as a safe and secure bitcoin exchange (Count Twenty). Plaintiffs did not bring this lawsuit until March 5, 2014, over three years later. These claims therefore must be dismissed as time-barred.

#### **IV. COUNT EIGHT MUST BE DISMISSED BECAUSE NO CREDITOR-DEBTOR RELATIONSHIP EXISTED**

Plaintiffs' account stated claim (Count Eight) fails because Plaintiffs do not allege that a prior debtor-creditor relationship existed between the parties or that McCaleb himself promised to pay Plaintiffs anything. Both are required elements to establish a claim for account stated. *See* 1 Am. Jur. 2d Accounts and Accounting §§ 32-33; *see also, Ingalls v. Ingalls Iron Works, Co.*, 258 F.2d 750, 751-52 (5th Cir. 1958) (account stated presupposes debt account to be settled). Therefore, this claim must be dismissed.

**V. COUNT ELEVEN MUST BE DISMISSED BECAUSE MCCALED NEVER HAD OR CLAIMED TITLE TO THE ALLEGEDLY STOLEN BITCOINS**

Count Eleven fails to state a claim because a constructive trust cannot be created based on mere possession of property or breach of contract. *See*, 8 MS Prac. Encyclopedia of MS Law § 73:2. Rather, the holder of the property must have *legal title* to the property to give rise to a constructive trust. *See, e.g., Simmons v. Simmons*, 724 So. 2d 1054, 1057 (Miss. Ct. App. 1998). Plaintiffs do not allege that McCaleb had or claimed to have legal title to their bitcoins. Therefore, Plaintiffs' constructive trust claim (Count Eleven) must be dismissed.

**VI. COUNTS TWELVE, THIRTEEN, SEVENTEEN, EIGHTEEN, AND NINETEEN ARE REMEDIES, NOT CAUSES OF ACTION**

The Amended Complaint includes several "counts" that are not causes of action at all, but rather are remedies that might be available to Plaintiffs if they prevail on their claims. Courts across the country have held where no underlying cause of action survives, these "counts" must be dismissed. *See, e.g., Avila v. Compass Bank*, 2014 WL 4999440, \*3 (W.D. Tex. October 7, 2014).

**VII. CONCLUSION**

Based on the foregoing, Plaintiffs' claims must be dismissed with prejudice.

Respectfully submitted, this the 5<sup>th</sup> day of October, 2018.

**JED MCCALED and  
CODE COLLECTIVE, LLC**

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**CERTIFICATE OF SERVICE**

I hereby certify that on October 5, 2018, I served a true and correct copy of the foregoing document via electronic mail to the following counsel of record:

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